

## LAW REVERSIONARY INTEREST SOCIETY, LIMITED.

24, LINCOLN'S INN FIELDS, W.C.

ESTABLISHED 1853.

Capital ... £400,000  
 Debentures and Debenture Stock ... £307,230  
**REVERSIONS BOUGHT. LOANS MADE THEREON.**  
*Proposal Forms and full information may be had at the Society's Office.*  
 W. OSCAR NASH, F.I.A., Actuary and Secretary.

## COUNTY FIRE OFFICE,

50, REGENT STREET, W., AND 14, CORNHILL, E.C., LONDON.

FOUNDED 1807.

EXCEPTIONAL ADVANTAGES TO PERMANENT POLICY-HOLDERS.

LIBERAL TERMS TO SOLICITORS INTRODUCING BUSINESS.

For Rates and Full Particulars apply to

THE SECRETARIES.

THE OLDEST &amp; WEALTHIEST EXISTING MORTGAGE INSURANCE OFFICE.

## THE LAW GUARANTEE AND TRUST SOCIETY, LIMITED.

SUBSCRIBED CAPITAL - £1,000,000. PAID-UP - £100,000.

FIDELITY GUARANTEES OF ALL KINDS. ADMINISTRATION AND LUNACY BONDS. MORTGAGE, DEBENTURE, LICENSE, AND CONTINGENCY INSURANCE. TRUSTEESHIPS FOR DEBENTURE-HOLDERS, &C.

HEAD OFFICE: 48, Chancery-lane, W.C. | CITY OFFICE: 56, Moorgate-street, E.C.

### IMPORTANT TO SOLICITORS

In Drawing LEASES or MORTGAGES of  
**LICENSED PROPERTY**

To see that the Insurance Covenants include a policy covering the risk of  
 LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to  
**THE LICENSES INSURANCE CORPORATION AND  
 GUARANTEE FUND, LIMITED,**

24, MOORGATE STREET, LONDON, E.C.

*Mortgages Guaranteed on Licensed Properties promptly, without  
 special valuation and at low rates.*

## LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE,  
 SIMPLE,

THE  
**PERFECTED SYSTEM**  
 OF  
**LIFE**  
**ASSURANCE.**

AND  
 SECURE.

FUNDS - - - - £3,000,000. INCOME - - - - £390,000.  
 YEARLY NEW BUSINESS - £1,000,000. BUSINESS IN FORCE - £11,700,000.

#### TRUSTEES.

The Right Hon. Lord HALSBURY (Lord High Chancellor of England).  
 The Hon. Mr. Justice KEKEWICH.  
 The Right Hon. Sir JAMES PARKER DRANE, Q.C., D.C.L.  
 WILLIAM WILLIAMS, Esq.  
 RICHARD PENNINGTON, Esq.

#### DIRECTORS.

Bacon, His Honour Judge.  
 Davey, The Right Hon. Lord.  
 Deane, The Right Hon. Sir James Parker, Q.C., D.C.L.  
 Ellis-Danvers, Edmund Henry, Esq.  
 Finch, Arthur J., Esq.  
 Frere, Geo. Edgar, Esq.  
 Garth, The Right Hon. Sir Richard, Q.C.  
 Healey, C. E. H. Chadwyck, Esq. Q.C.  
 Johnson, Charles P., Esq.  
 Kekewich, The Hon. Mr. Justice.  
 Masterman, Henry Chauncy, Esq.  
 Mathew, The Hon. Mr. Justice.  
 Meek, A. Grant, Esq. (Devizes).  
 Mellor, The Right Hon. John W., Q.C., M.P.  
 Mills, Richard, Esq.  
 Morrell, Frederic P., Esq. (Oxford).  
 Pennington, Richard, Esq.  
 Rowcliff, W., Esq.  
 Saltwell, Wm. Henry, Esq.  
 Tweedie, E. W., Esq.  
 Williams, Romer, Esq.  
 Williams, William, Esq.

VOL. XLIV., No. 28.

## The Solicitors' Journal and Reporter.

LONDON, MAY 12, 1900.

\* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

### Contents.

CURRENT TOPICS .....	441	LAW STUDENTS' JOURNAL .....	452
WHAT IS AN ACCIDENT? .....	444	LEGAL NEWS .....	452
THE COPYRIGHT BILLS .....	445	COURT PAPERS .....	453
REVIEWS .....	446	WINDING UP NOTICES .....	456
CORRESPONDENCE .....	448	CREDITORS' NOTICES .....	456
NEW ORDERS, &C. ....	451	BANKRUPTCY NOTICES .....	457

### Cases Reported this Week.

<i>In the Solicitors' Journal.</i>		Davis (Appellant) v. Harris (Respondent) .....	445
A. B. & Co., Re. Ex parte J. M. Richardson .....	445	Ewart v. Fryer .....	443
Geer v. Geer .....	450	Fleck, In re. Ex parte Berry v. East London Water Co. ....	446
Gladstone, Re. Gladstone v. Gladstone .....	449	General Railway Syndicate, In re. Whiteley's case .....	440
Harrison, Re. Ex parte The Trustees Martin (otherwise Guillard) Re. Lonsdale v. Lonsdale .....	451	Jacob v. Down .....	441
Pardoe v. Pardoe .....	449	Knowles & Sons v. Mayor, &C., of Bolton .....	433
Rowla v. Bebb .....	448	Nash v. De Freville .....	434
Sagar v. Clare .....	451	National Sporting Club (Limited) (Appellants) v. Cope (Respondent) .....	445
<i>In the Weekly Reporter.</i>		Saccharin Corporation (Limited) v. Anglo-Continental Chemical Works (Limited) and Reitzmeyer .....	444
Burge v. Ashley & Smith .....	438		

### CURRENT TOPICS.

SIR FORD NORTH took his seat as a member of the Judicial Committee on Tuesday.

WE PRINT elsewhere an order of transfer of fifteen actions from Mr. Justice STIRLING, and of fifteen actions from Mr. Justice KEKEWICH, to Mr. Justice FARWELL for the purpose only of hearing or of trial.

THE RUMOURED judicial changes have come about more rapidly than was anticipated. Sir NATHANIEL LINDLEY has been appointed a Lord of Appeal in Ordinary in the place of Lord MORRIS, resigned, and Sir RICHARD WEBSTER has been appointed Master of the Rolls, while Sir ROBERT FINLAY becomes Attorney-General, and Mr. E. CARSON, Q.C., Solicitor-General.

THE DISCUSSION arising out of the failures of solicitors is continued with exceeding zest in certain daily and weekly papers, but now that the committee appointed at the recent meeting are considering the subject, we see no advantage in further comment in this journal. We said last week all that it seemed to us necessary to say on the matter, and we hold to our view that the only effectual remedy is to be found in the creation of a rule against speculation by solicitors. Our correspondent Mr. E. F. TURNER scouts the necessity for any inquiry or anxiety with regard to the recent events. His opinion is entitled to weight, but, with much deference, we venture to think that he has hardly sufficiently considered that a great part of the business of a solicitor depends on the trust placed in him by his clients, and has hardly appreciated the extent to which, in recent years, solicitors have been drawn into financial business altogether outside the legitimate work of their profession.

THE APPOINTMENT of Sir RICHARD WEBSTER as Master of the Rolls is the most important accession to the bench of recent years. A distinguished position at the bar by no means always involves the possession of judicial qualities of a high order, but in the case of the late Attorney-General it is tolerably safe to predict that his appointment will give us a judge of efficiency and power. For a good many years now Sir RICHARD WEBSTER has been, both in fact and officially, the head of the bar, and he has shewn himself to be a sound lawyer and also a man of

strong character. To these severer qualifications is added a kindness and courtesy which in his new capacity will go far to continue the popularity with the profession which he has hitherto enjoyed. In his career as an advocate he has been eminently successful, though of late years his withdrawal from private practice has made him a less conspicuous figure in the courts. There seems to be every probability that he will attain an equal eminence in his new position, to which he will receive a cordial welcome.

THE ELEVATION of Sir RICHARD WEBSTER to the bench of the Court of Appeal, in the capacity of Master of the Rolls, will (says a correspondent) leave that court entirely constituted of Cambridge men, with the single exception of Lord Justice VAUGHAN WILLIAMS. An analysis from a similar point of view of the remainder of her Majesty's judges produces some rather suggestive results. In the Chancery Division the outcome of the rivalry between the two sister Universities is a case of "honours divided," Mr. Justice STIRLING and Mr. Justice BUCKLEY falling to the lot of Cambridge, and Mr. Justice KEKEWICH and Mr. Justice FARWELL standing to the credit of Oxford. Passing to the Queen's Bench Division, of the fifteen present occupants of the bench of that division only Sir ROBERT WRIGHT, Sir WALTER PHILLIMORE, and Sir EDWARD RIDLEY sustain the legal reputation of Oxford; whilst Sir W. R. KENNEDY and Sir A. M. CHANNELL stand as the representatives of Cambridge. Thus of fifteen Common Law judges only a trifle more than 33 per cent. are representative of Oxford and Cambridge, though it would not perhaps be too much to say that of students who join the Inns of Court (exclusive of Indians and Colonials) 75 per cent., or possibly more, have been educated at one of those two Universities. In the Probate Division, Sir FRANCIS JEUNE hails from Oxford, and Sir J. G. BARNES from Cambridge.

SIR NATHANIEL LINDLEY retires from the Rolls somewhere about the twenty-fifth anniversary of his appointment to the bench, which followed another twenty-five years of hard work at the bar. During all that half century he has steadily increased in wisdom and favour, and was in many respects the type of what a judge should be under the new system of concurrent law and equity, to administer which he was specially raised to judicial rank. It has been said that a well-educated man should know something about everything and everything about something. In this sense he was a particularly well-educated lawyer. He had a wide knowledge of general law, a thorough acquaintance with equity, and a profound omniscience on the special branch of partnership and company law, by which he made his great reputation in authorship as well as in practice. As a barrister and Queen's Counsel he practised in the Chancery courts, but Lord CATERNS selected him in 1875 for a judgeship, not in Chancery but in the Common Pleas; and for six years he so bore himself there, not only *in banc*, but also at *Nisi Prius* and in the Crown Court, that even the common law lawyers were forced to admit that he could not have done better or with less friction had he been trained on circuit. In this respect his career forms a strong contrast to that of some others placed in a similarly difficult position. It was no doubt his competence, and versatility, and equability of temper in this position which marked him out for an early promotion to the rank of Lord Justice in 1881. He sat in the Court of Appeal for 16 years before his promotion to the Mastership of the Rolls; but for many years before that fell to his lot he had presided in the second court as senior Lord Justice. On the retirement of Lord ESHER he succeeded to the Rolls, a position which made no change in his judicial work, though it added dignity to it. Outside his judicial work, however, it gave him an opportunity for which he was well equipped: we refer to his official work as custodian of the Public Records, to which his historical interests quickly attached him. In the short period of his Mastership he did more for this work than his predecessor did in the whole of his tenure. His failings as a judge really arose from the excess of his virtues. He was, perhaps, too open-minded and too much biased against

suspected dishonesty. The latter quality appeared at times quite to upset the balance of his discrimination, as in the one-man company case, in which his judgment was at once questioned by the profession and unanimously overruled by the House of Lords. His open-mindedness to conviction, especially when his brother judges disagreed, rather weakened his influence as president of the court, and occasionally led to judgments so qualified and so full of *dicta* as to what he would have held under different circumstances, that it might be difficult to find the case in which some *dictum* of his may not be quoted in argument. But these are small defects in a long and honourable career, which, as everyone is glad to hear, has been crowned by his appointment to the position of a Lord of Appeal in Ordinary.

IN THE CASE of *Barron v. Willis* (*Times*, 10th inst.) the Court of Appeal (LINDLEY, M.R., RIGBY and COLLINS, L.J.J.) have reversed the decision of COZENS-HARDY, J. (43 SOLICITORS' JOURNAL, 707), and have applied more strictly than that learned judge the rule under which a solicitor who benefits by an arrangement with his client is bound to see that the client has independent advice. The rule was adversely criticized by Lord ESHER, M.R., in *Liles v. Terry* (44 W. R. 116; 1895, 2 Q. B. 679), where it was represented by him as involving a legal presumption of undue influence by the solicitor which could not be rebutted by any evidence. "I own," said Lord ESHER, "that I think it unfortunate that such a rule should have been laid down, because in particular instances it may work great injustice; and I do not think that a hard-and-fast rule which may work such injustice ought to be the rule of the law in the matter." But he felt bound by the authorities to hold that there was such a rule in equity. KAY, L.J., on the other hand, strongly defended the rule, and regarded it as a wise precaution that a solicitor was absolutely debarred from receiving a benefit, either in his own person or in the person of a near relation, unless the benefit was given upon independent advice. In the present case of *Barron v. Willis*, by a settlement made in 1890 by way of family arrangement the plaintiff, then the wife of JOSEPH WILLIS, took in certain events a general power of appointment, and in default of appointment an interest in the settled property went to the son of the solicitor who prepared the deed, and who was also one of the trustees under it. Subsequently, in 1891, a further deed was executed, to which the plaintiff was a party, and which purported to carry out more exactly the wishes of the parties to the former deed. One of the results of the second deed was to deprive the plaintiff of her power of appointment and to render more probable the event of the ultimate trusts taking effect. Further modifications were made by a deed of 1894, and in other respects the previous deeds were confirmed. All the deeds were prepared by the same solicitor. The plaintiff's first husband had died in 1893, and in 1897 she married her present husband Mr. BARRON. The principal point in the case was whether, at the date of the deed of 1891, the solicitor who prepared the deed, and whose son benefited by it, was solicitor to the plaintiff. COZENS-HARDY, J., held that he was not. It seems that he had never been specially employed by her, and, except as a friend of the family, he had only seen her on a few occasions, and then in company with persons who were admittedly his clients. In the view of the learned judge, the changes made by the deed of 1891 were purely a matter between the plaintiff and her then husband, and the solicitor did not act in the matter as solicitor for the plaintiff. The Court of Appeal have declined to take the same view of the solicitor's duty. If not specially employed by the plaintiff, the solicitor was, at any rate, the only solicitor concerned, and moreover, he was himself one of the trustees of the settlement. Under these circumstances the Court of Appeal held the plaintiff to be entitled to the benefit of the rule in question and declared that the deed of 1891 was ineffectual to deprive her of her power of appointment. Hence it appears that a solicitor who is employed in settling a deed of family arrangement is not to be treated as solicitor only for the member of the family who actually employs and pays him and who is probably a regular client. The interests of other members who are not separately advised are considered to be equally in his hands,

and if they propose to confer any benefit upon him he must adopt the ordinary precaution and insist upon their seeking advice elsewhere.

It is to be hoped that the remarks of the chairman of the London Sessions concerning the presentation of private memorials to justices will not escape the attention of the public. When the justices of London sat to hear appeals for the south side of the river last month, the chairman announced that no less than five petitions had been sent to him privately to his residence relating to an appeal from licensing justices pending before the court. This proceeding he declared to be highly improper, and compared it to attempts to influence judges and juries in other courts. These remarks were strongly resented by a certain temperance society, which recently passed a resolution expressing "surprise and regret" at the chairman's remarks and demanding a public apology. With some impertinence, the framers of this resolution went on to assert that the chairman had "betrayed an ignorance of the judgment of the House of Lords, making it clear that when justices sit to consider the granting or refusing of licences they do not constitute a court of law." These words are, of course, a rough summary of the judgment in the famous case of *Boulter v. The Justices of Kent* (46 W. R. 114; 1897, A. C. 556). These persons, however, entirely fail to see that the House of Lords, in deciding that the general annual licensing meeting of justices is not a court of summary jurisdiction, in no way alluded to the court of quarter sessions which has power to overrule licensing justices. Quarter sessions is undoubtedly a court, and it was this court that the petitioners tried to affect by privately approaching its chairman. But this, after all, is a minor consideration. The chief point to be noticed is that the framers of the resolution seem to have thought that because licensing justices may not technically be a court, they are not, therefore, under any obligation to act judicially. This opinion is certainly not shared by the judges of the High Court, as anyone may see who reads the numerous cases reported on the bias of licensing justices. The granting or refusing of a licence may be technically a ministerial, and not a judicial, act, but whichever it is, the justices who perform the act must decide judicially. Hence it is "highly improper," as Mr. McCONNELL said, to try to influence the minds of justices otherwise than by evidence, arguments, or statements made openly and publicly. There is a great deal too much of this backstairs business in connection with licensing, and probably temperance societies and ardent temperance supporters are the chief offenders. The resolution of the society referred to was forwarded to the chairman, and in taking his seat to hear appeals last Tuesday he alluded to it and read it out. No one who knows anything of Mr. McCONNELL will be surprised at his refusal to apologize, as requested, or to withdraw one of his remarks. On the contrary, with the strong approval of the other justices, he affirmed and emphasized his previous words, and probably all right-minded persons will approve of his conduct.

THE CASE of *City of London Electric Lighting Co. v. The Mayor, &c., of the City of London*, decided by FARWELL, J., last week, was in many respects a remarkable one. The question at issue was the validity of certain contracts for lighting the City of London entered into some years ago by the Commissioners of Sewers (whose powers have since been transferred to the City Corporation by the City of London Sewers Act, 1897) with certain electric lighting companies, now represented by the plaintiffs. The company sought to uphold the validity of these contracts, under which they are now actually lighting the city. The defence of the corporation was that the contracts were invalidated by certain provisions of the City of London Sewers Act, 1848, by reason that some of the commissioners were shareholders in the contracting companies, and were, therefore, personally interested in the contracts. The learned judge was able to draw a distinction between different classes of contracts dealt with by the Act of 1848, and he held, in an elaborate judgment, that the stringent provision of section 42 which prohibits the commissioners from being

interested in certain contracts made by them "upon pain that every such contract shall be null and void," did not apply to such contracts as those in question. The decision was probably as acceptable to the defendants as to the plaintiffs, for the consequences had the contracts been declared to be void would have been very serious for all concerned. The chief interest of the case is that it illustrates the different methods of older and more modern legislation in dealing with the contracts of public bodies, and in endeavouring to secure purity of administration. To enact, in effect, that any contract in which any member of the public body is interested as the owner of a single share in a contracting company is to be altogether void, seems an unnecessarily stringent provision, and it may be doubted whether it has ever been very effectual. It was probably due to the large increase of commercial companies and their shareholders, that in later legislation the like object has been aimed at by provisions of a different character. Thus we find that section 46 of the Local Government Act, 1894 (which relates to the contracts of parish and district councils and boards of guardians), does not invalidate contracts in which members of those bodies are interested; it disqualifies a person so interested from being a member of the body, and it contains important exceptions from this disqualification, including an exception in favour of a member whose interest is merely that of a shareholder in a joint-stock company, but the shareholding councillor or guardian is not to vote on any question in which his company is interested unless, in the case of water companies or other companies for carrying on works of a like public nature, this prohibition is dispensed with by the county council. Probably a provision of this kind is at least as effectual as the more hard-and-fast enactments of half a century ago.

THE ONLY workmen's compensation appeal of last week which calls for notice is *Daniel v. The Ocean Coal Co.* The question was as to the power of a county court judge to direct that the whole or a portion of the compensation payable upon the death of a workman should be invested for the benefit of his dependants. The workman in question left as his dependants a widow and two infant children. The county court judge ordered that about three-fifths of the sum awarded should be paid direct to the widow, and the remaining two-fifths invested by the registrar of the county court in the Post Office Savings Bank for the infants. The widow was the legal personal representative of the deceased, and claimed that the whole compensation should be paid to her. The provisions of the first schedule to the Act as to how the compensation is to be dealt with are somewhat conflicting. Clause 4 provides that "the payment shall in case of death be made to the legal personal representative of the workman" (if any), "and, if made to the legal personal representative, shall be paid by him to or for the benefit of the dependants or other persons entitled thereto under this Act." Had this clause stood alone, it would have been difficult to resist the claim of the widow in this case. But clause 6 provides that the compensation may be invested or applied for the benefit of the person entitled thereto as agreed or as ordered by the arbitrator (in this case the county court judge); and by clause 7 a sum agreed or ordered to be invested may be invested in the Post Office Savings Bank in the name of the registrar. Reading these clauses together, there is little doubt that the court was right in holding that the judge had full power to make the order appealed against. In *Turnbull v. Lambton Collieries (Limited)*, on Monday last, the court decided, on appeal from the Durham County Court, that an accident to a workman which occurred in a railway siding belonging to the employers at a distance of three-quarters of a mile from the mouth of the employers' mine, did not happen "on or in or about a mine" within the meaning of the Act. The only doubt as to the point arose from the definition of "mine" contained in the Coal Mines Regulation Act, 1887, and incorporated in the Workmen's Compensation Act, 1897. Under that definition "mine" includes, amongst other things, "all the works, tramways, and sidings both below ground and above ground in and adjacent to and belonging to the mine." The court, however, held that these words must be taken as expressing physical connection with the mine itself.

IN THE WHOLE range of the criminal law there is probably nothing more difficult to define than an "attempt" to commit a crime. A recent case at the Old Bailey furnishes a good example of this difficulty. In *Reg. v. Maddock* the prisoner was indicted for attempting to commit arson. It was proved that he had placed a quantity of inflammable substances on the floor of a certain house, saturated them with methylated spirits, and placed a freshly trimmed candle in the midst. As he had not lighted the candle, it was argued, on a motion to quash the indictment, that the prisoner had merely made preparation to commit a felony, and had not gone far enough for his acts to constitute an attempt in law; and that, in order to convict of an attempt, the prisoner must be shown to have done the last act depending on himself, with the intention of committing the offence. On the other hand, it was argued that the acts of the prisoner clearly shewed what his intention was, and were sufficiently proximate to the commission of the offence to amount to an attempt. LAWRENCE, J., quashed the indictment, and refused to state a case. He was of opinion that as something remained to be done by the prisoner, and there was no interruption, what he did was not an attempt. The correctness of this decision is certainly open to doubt. It makes a great deal turn on the point whether or not there was interruption. It is submitted that this is a point on which much stress should not be laid, at all events unless it is clear that the accused had voluntarily abandoned his criminal intention. It may be that, although not interrupted, he was merely awaiting a good opportunity to complete his purpose, when, his preparations being discovered, he was arrested. In such a case it seems rather unfortunate if it is correct law that, whatever elaborate preparations a man may have made with the intention of committing a crime, he cannot be punished unless he has completed the series of acts which he intended.

PROBABLY MOST people will agree that a person who stores inflammable things in a house with the intention of burning the house down, ought to be liable to punishment if he is not now so liable. In *Reg. v. Roberts* (Dears. 539) the prisoner had procured from an innocent agent dies for the purpose of making certain counterfeit foreign coins. It was held that the prisoner was rightly convicted of attempting to make such coins. PARKE, B., said, "An attempt is not an indictable attempt unless it is an act directly approximating to the commission of an offence, and I think this act is a sufficient approximation." JERVIS, C.J., was of the same opinion, and thought it probably impossible to formulate any clear definition of what constitutes an attempt. This case appears to be inconsistent with the decision of LAWRENCE, J. On the other hand, there are cases fully supporting that decision, and an opportunity seems to have been lost, through his refusal to state a case, of getting a valuable judgment from the Court for Crown Cases Reserved. Perhaps the present Lord Chief Justice might have been able to define "attempt" clearly enough to have enabled many difficulties to be surmounted in the future. Such difficulties must, however, always remain to some extent. A mere intention is, of course, no crime. The authorities say, however, that as soon as the intent is manifested by an overt act, there is an attempt. The difficulty lies in the question of law, whether the act charged is or is not merely preparation for the commission of the offence, and too remote to constitute an attempt. If a man were to buy a box of matches with the intention of committing arson, and do nothing further towards the completion of his purpose, his act, which was *prima facie* an innocent one, would certainly be too remote. But where an act is done with a criminal intent, and where the nature of the act itself points clearly to the intent, as the collecting of inflammable things in a certain place, it is submitted the act ought to be considered sufficiently proximate to the offence.

By the deaths of Mr. Forsyth, Q.C., Mr. Millar, Q.C., Mr. John Clerk, Q.C., and Sir John Bridge, there were recently four vacancies among the benchers of the Inner Temple; there are two at the Middle Temple, consequent on the deaths of Sir Charles Hall, Q.C., and Mr. Crump, Q.C.; and one in Lincoln's Inn, caused by the death of Mr. Elton, Q.C.

## WHAT IS AN ACCIDENT?

THE word "accident" holds a very important place in legal phraseology. An important branch of the common law of torts deals with the liability for injury caused by "accident." Then the growth of accident insurance has given rise to many cases in which the word "accident" has been judicially considered and interpreted. Further, recent legislation relating to the liability of employers for injuries to their workmen by accident has introduced it in a new connection in which it is capable of receiving yet another distinctive interpretation. It will, therefore, tend to clear up some doubtful points to trace the word to its origin, and to try and classify its different legal significations, with special reference to its use in that difficult piece of legislation, the Workmen's Compensation Act, 1897.

The primary meaning of the word "accident" is, according to Murray's Oxford English Dictionary, "anything that happens," "an occurrence, incident, event." In this sense it is used by Shakespeare in *Othello* (I., iii., 135): "... Of moving accidents by flood and field." But in its secondary and popular sense it means, according to the same authority, "anything that happens without foresight or expectation," and more particularly an unfortunate event, a mishap, and hence more abstractedly implying an element of chance, something fortuitous. Further, when used popularly, the word accident usually imports an injury, however caused, and without special reference to legal liability.

At common law, however, the word "accident" is used in a much narrower sense. It connotes negligence and only includes such events as result in injury caused by negligence. The common law term "accident" therefore implying legal liability, excludes "accidents" used in the true sense of the word, and this is what is meant by saying that no one is liable at common law for injury caused by "inevitable accident." By "inevitable accidents" are meant accidents which cannot be avoided by the exercise of reasonable human care and foresight, and this very definition negatives negligence. It is only, then, for "avoidable" accidents (accidents, that is, which would not have occurred had reasonable care and foresight been exercised) that a person is liable at common law. Strictly speaking, however, to speak of "avoidable accidents" is a contradiction in terms, since, as we have seen, the word "accident" imports something that happens without foresight or expectation—that is, could not be avoided.

The numerous cases decided upon the construction of policies of insurance against injury and death by accident throw considerable light upon the meaning of the word accident. For although the actual decision has often turned upon the particular form of the policy, yet the word accident has frequently been judicially interpreted. In *Hamilton, Fraser, & Co. v. Pandorf* (12 App. Cas. 518) Lord HALSBURY said that something "fortuitous and unexpected" is involved in the word. Again, in many cases the question has arisen whether death was the result of disease or of an accident. In such cases the decisive factor has been the answer to the question, Was the immediate cause of death the disease or was it the introduction of some fortuitous, unexpected element? The case of *Laurence v. Accidental Insurance Co.* (7 Q. B. D. 216) well illustrates this distinction. A man, who was insured under a policy excluding fits, had a fit on a railway platform and fell off under a passing engine. It was held that the accident of being run over by the engine was the cause of death and not the fit. The engine was the extraneous, fortuitous element.

The liability of employers for accidents to their workmen was in the first instance governed by the ordinary common law rule—that is, the employer was only liable for his personal negligence: *Tarrant v. Webb* (18 C. B. 787). Even this liability was curtailed by the doctrine of common employment. The Employers' Liability Act, 1880, did not make any change in principle, but merely abolished in certain cases the operation of the doctrine of common employment. The word accident is not used throughout the Act. Up to this point, then, the employer was not liable to compensate his workmen for accidents in the true sense of the word at all. It was left for the Workmen's Compensation Act, 1897, to give the word

'accident' a legal signification far wider than it had ever had before. That Act, in the employments to which it applies, makes an employer liable to compensate his workman for every injury by accident arising out of and in the course his employment, unless caused by the serious and wilful misconduct of the workman. The Act does not define the word accident, which is used in its widest sense, and must therefore include accidents in the true sense of the word, that is, inevitable accidents, and accidents in the common law sense of the word, that is, accidents arising from negligence, even though that negligence be the workman's negligence.

But wide as is the sense in which the word is used it must be remembered that the injury must be the result of an accident. The event which causes the injury must have the attributes of an accident. Although the injury arise out of and in the course of the employment, the employer will not be liable unless it results from an accident—that is, have an element of the fortuitous and unexpected. This point is well illustrated on both sides by the recent group of cases, *Hensley v. White*, *Lloyd v. Sugg*, and *Walker v. Lilleshall Coal Co.* (1900, 1 Q. B. 481).

In *Hensley v. White* a man died from injuries caused by a strain arising out of and in the ordinary course of his employment. The court refused compensation on the ground that the primary cause of death was his weak state of health, and that there was no fortuitous or unexpected element which had caused the injury. In other words, the injury had not been caused by an accident. A still more heroic attempt was made in *Walker v. Lilleshall Coal Co.* to include in the word accident a case in which a man had suffered injury while working in the ordinary way of his trade. It was argued that "accident" was used in its primary sense of "anything that happens," so that the fortuitous element, necessary to the secondary and popular sense of the word, need not be present. But the court adhered to its decision in *Hensley v. White*. In *Lloyd v. Sugg*, however, where a workman was injured on his hand by a mishit from the hammer of a fellow-workman, the court held that the injury was caused by an accident, although it was aggravated by the fact that the workman suffered from gout. Thus it is clear that the Act does not include cases in which the workman suffers injury owing to the dangerous character of his trade, apart from any extraneous cause. It cannot be said that such injury is "without foresight or expectation." It is not an accident. It is somewhat curious that this defence—namely, that the injury was not caused by an "accident," has not been more frequently invoked. It might often succeed in cases which approximate, but do not amount to, serious and wilful misconduct.

If a man is guilty of gross negligence or recklessness, he must be presumed to know the probable consequences of his acts, and, if injury is caused by such negligence or recklessness, it cannot be called the result of an accident. Again, in several cases it has been held that disobedience to orders does not amount to serious and wilful misconduct so as to exempt the employer from liability under section 1 (2) (c) of the Act. But if a man knows that the orders were given to avoid an obvious danger, and yet disobeys them and gets injured, his injury is certainly not the result of an accident. There is no element of the unexpected about such an accident. The man could probably have foretold exactly why and how the accident would happen.

The Act is a very sweeping one, and affords very few defences to the employer. More attention might probably profitably be given to this line of defence, which arises out of a consideration of the true meaning of the word "accident."

In a case in the Probate Division on Monday, counsel described a testatrix as a "retired widow." The President said: I am afraid I do not know what a retired widow is. Counsel replied: Nor I, my lord, but my affidavit describes the lady as such; whereupon another learned counsel suggested: Retired from widowhood, as she is dead. The President: Ah, very likely.

The judges (Lawrance and Kennedy, JJ.) have fixed the following commission days for holding the summer assizes on the Western Circuit—viz.: Salisbury, Tuesday, May 29; Dorchester, Tuesday, June 5; Wells, Friday, June 8; Bodmin, Thursday, June 14; Exeter, Thursday, June 21; Winchester, Thursday, June 28; Bristol, Thursday, July 5. Mr. Justice Lawrance will not join the circuit until Exeter is reached.

## THE COPYRIGHT BILLS.

THE Copyright Bills which have been introduced in the House of Lords by Lord MONKSWELL, and which are now under the consideration of a committee of that House, propose, in addition to amendments, a very important consolidation of the existing statute law relating to copyright. The Bills are two in number, and deal respectively with literary and artistic copyright. Under literary copyright are included (1) copyright properly so called, or the right of multiplying copies of books; (2) performing right, or the right of publicly performing dramatic or musical works; and (3) lecturing right, or the right of orally delivering lectures. This division is taken from the prefatory memorandum to the Copyright Bill, and that Bill deals with each of these subjects. The schedule of statutes which it is proposed to repeal includes the Dramatic Copyright Act, 1833, the Lecture Copyright Act, 1835, the Copyright Act, 1842, and the Copyright (Musical Compositions) Acts of 1882 and 1888. The subject of artistic copyright is covered by the Copyright (Artistic) Bill, and it is proposed to put an end to the distinctions hitherto existing between the three classes of artistic work—(1) engravings and prints; (2) sculpture; and (3) paintings and photographs. This involves the repeal of the Engraving Copyright Acts of 1734 and 1766, the Prints Copyright Act, 1777, the Sculpture Copyright Act, 1814, the Prints and Engravings Copyright Act, 1836, and the Fine Arts Copyright Act, 1862.

The subject of literary copyright has from time to time been the subject of keen controversy, as well in its practical as in its technical legal aspect. The circumstances attending the passing of the Copyright Act of ANNE, and the history of the litigation in the last century by which the booksellers sought to establish the existence of a perpetual copyright at common law, have been stated by Mr. BIRRELL, in his usual interesting style, in his recent Quain Lectures, republished under the title of "The Law and History of Copyright in Books." At the present time the law is based, as is well known, on the Copyright Act, 1842, which gives as the term of copyright the life of the author and seven years afterwards, or forty-two years, whichever period is the longer. Section 20 of that Act gives the same term also for the performing right in dramatic pieces and musical compositions. Copyright in lectures is secured by the Lectures Copyright Act, 1835, and under section 4 of that Act the author has from the date of the publication of the lecture as a book the same term as that allowed for copyright in books under the repealed Copyright Act of 1814 (54 Geo. 3, c. 156)—namely, the life of the author, or twenty-eight years, whichever is the longer. But a lecturer cannot take advantage of the Act unless notice to two justices has been given before the delivery of the lecture in the manner specified in section 5; and it seems that he is not protected at all against the oral delivery of the lecture by some other person.

The Copyright Bill deals in clauses 3 and 4 with copyright in books, in clause 5 with performing right, and in clause 6 with lecturing right, and for each right it gives the same term—namely, the author's life, and thirty years from the end of the year in which he dies. This is the term which was recommended by the Copyright Commission of 1875-1878, and which has been specified in the Bills previously introduced by Lord MONKSWELL. With respect to copyright in books an important extension is proposed, and under clause 3, in addition to the multiplication of copies of the book, it includes abridgments, translations, the novelization of dramas, the dramatization of novels, and adaptations of music. Upon each of these matters the existing law, it is pointed out in the prefatory memorandum, is either unsatisfactory or doubtful. "The doctrine of English law," it is said, "that the employment of intellectual labour on the work of another author, with some additional matter, makes the creation of such labour a new work, appears to have led to great confusion. The true rule would seem to be that the substantial appropriation of the ideas or work of another is an infringement of copyright, and ought to be so treated." The performing right in a dramatic or musical work is defined by clause 5, as "the exclusive right of the owner of such performing right to perform or authorize the performance in public of such work throughout the dominions of her Majesty." The right begins with the first public

performance and lasts for the term specified above. It is, as the definition shews, quite distinct from the copyright in the work, and it is specially provided that these two rights may be held by different persons, and shall be deemed to be distinct rights for the purpose of assignment or otherwise. But where the dramatic or musical work is published as a book, and it is intended that the performing right should be reserved, notice of such intention must be printed on the title-page of the book. This is already provided for musical works by the Copyright (Musical Compositions) Act, 1882. By clause 6 lecturing right is defined to mean "the exclusive right of the owner of such right to deliver, or authorize the delivery of, a lecture in public throughout the dominions of her Majesty." The author of the lecture is declared to be the first owner of the right, and the right begins with the first delivery of the lecture in public. As in the case of the performing right, the lecturing right is declared to be distinct from the right to publish the lecture as a book, but if the lecture is so published with the consent in writing of the owner of the lecturing right, the lecturing right ceases. The lecturing right will not be infringed by a newspaper report of the lecture, unless such report is prohibited by notice given orally at the beginning of the lecture, or by a written or printed notice affixed as stated in clause 6 (10).

Clauses 7-12, which contain special provisions as to certain works, propose some important changes in the law. When a book is published after the death of the author the copyright is to subsist for thirty years from the end of the year of publication. This term, in accordance with the recommendation of the Copyright Commission, is substituted for the term of forty-two years under the existing law. Contributors of articles to periodical works have the right, under section 18 of the Copyright Act, 1842, of republishing their contributions in a separate form after the lapse of twenty-eight years. It is proposed to reduce this period to two years. Clause 12 is intended to secure for the proprietors of newspapers a short term of copyright in news independently of the form in which it is conveyed. It provides that the proprietor of any newspaper or news agency, who has obtained specially and independently news of any fact or event which has taken place beyond the limits of the United Kingdom, shall be entitled for the space of eighteen hours immediately succeeding its publication to the exclusive right of publishing the news within the United Kingdom, and a penalty of £1 may be imposed in respect of every copy of a paper infringing this copyright, up to a maximum of £50.

Under clause 13 the owner of copyright, or of a performing or lecturing right, may assign his right in writing, but the existing law as to registration of the ownership of the right, or of assignment is not reproduced. The reason, it is stated, of the omission of the requisition of registration is that from the multiplicity of small works it becomes impracticable. One music-seller is said to have had at least 20,000 copyrights. In respect of the infringement of literary rights (clauses 14-17), the Bill preserves in the main the old remedies, with the exception that it abolishes the special penalties in the case of the infringement of the performing rights in dramatic and musical works. This is in consequence of the difficulties which have arisen from their enforcement. The definition clause retains as far as possible the old definitions in order that the mass of cases on which the copyright law in great part depends may not be disturbed.

The memorandum prefixed to the Copyright (Artistic) Bill draws attention to the different terms and conditions assigned for copyright in engravings and prints, in sculpture, and in paintings and photographs respectively. The term for engravings and prints is twenty-eight years from publication, and they must be made in Great Britain; mere publication here is not sufficient, though the designer may be of any nationality. Sculpture may be made anywhere and by a person of any nationality, but must apparently be published in Great Britain. The term of copyright is fourteen years from the publication of the work, with a second term of fourteen years for the sculptor if he survives the first term. Paintings and photographs may be made anywhere; but the maker must be a British subject or resident in the dominions of the Crown. The term of copyright is the life of the artist and seven years. Registration is required in the case of paintings and photographs

before proceedings can be taken for infringement, but is unnecessary in the case of engravings, prints, and sculpture. There is, as the authors of the Bill observe, not the slightest reason for all these distinctions, and it is now proposed to assimilate the law of copyright in respect of artistic work to that of literary copyright by granting a term of protection for the author's life and thirty years afterwards. The definition of artistic work is based on the Berne Convention in order to avoid interference with existing international agreements. It includes (1) any work of painting, drawing, or sculpture; (2) any engraving, photograph, &c.; (3) any plastic work relative to geography, topography, architecture, or science in general; and (4) any production in the literary, scientific, or artistic domain which can be published by any mode of impression or reproduction. The copyright in an artistic work and the rights of ownership are declared to be distinct and to be capable of being vested in different persons (clause 4); but the owner of the copyright alone is not to exercise any of his privileges as such owner without the consent of the owner for the time being of the work itself. The two Bills, if passed into law, will place the law of copyright on a much more intelligible and satisfactory basis.

## REVIEWS.

### BOOKS RECEIVED.

*Kelly's Draftsman.* Containing a Collection of Concise Precedents and Forms in Conveyancing. With Introductory Observations and Practical Notes. Fourth Edition. By LEONARD H. WEST, LL.D., Solicitor, Law Tutor to the Incorporated Law Society, U.K., and WILLIAM AUSTIN, Solicitor. Butterworth & Co.

*A Summary of the Law of Torts or Wrongs Independent of Contract.* By ARTHUR UNDERHILL, M.A., LL.D., Barrister-at-Law. Seventh Edition. By the AUTHOR; assisted by HUBERT STUART MOORE, Barrister-at-Law. Butterworth & Co.

*The Law Relating to Electric Lighting and Energy.* Second Edition. By JOHN SHIRES WILL, Q.C. Butterworth & Co.

## CORRESPONDENCE.

### FAILURES OF SOLICITORS.

[To the Editor of the Solicitors' Journal.]

Sir,—On the 27th of April there appeared a leading article in the *Times* of which the text was that "the confidence of the public is not altogether what it was in regard to certain kinds of business as a rule conducted through the medium of solicitors." The same article conveyed also the interesting intelligence that a firm of solicitors had issued a circular, the object of which appears to have been to satisfy their clients that they (the particular firm of solicitors) conducted their business honestly. Then followed a special general meeting of the Incorporated Law Society, at which a resolution was unanimously passed to appoint a committee "to inquire into the best means of protecting the profession and the public against such malpractices as have been disclosed in certain recent cases," and at this meeting the president and other speakers, with some exceptions, appear to have arrayed themselves in sackcloth on behalf of the profession. I observe also that, as a fitting sequel, the mover of the resolution (himself a member of the committee) has confided his own opinions at length to a reporter of the *Daily Mail*.

I turn from these proceedings to the article in your issue of last week, and I see that you also regard recent events as affording ground for anxiety and humiliation, and that you rejoice in the appointment of this committee.

With such a force on your side, and your own authority thrown into the scales, it is, I fear, like the voice of one crying in the wilderness to suggest that the *Times*, the circularizing solicitors, and the members of the Incorporated Law Society present at the recent meeting, have been wonderfully quick to deduce general conclusions of a humiliating kind from particular cases which happen by a coincidence to have recently come together rather in a bunch, just as we occasionally see the law of averages apparently, but not really, upset by an unusual number of murders, suicides, or other crimes of any given kind occurring within a short space of time.

It would also, I suppose, be idle to ask whether if, say, three large failures of solicitors, accompanied by discreditable circumstances, come to pass within a short period of time, it is not highly probable that an abnormal length of time will elapse before any failure of the kind occurs again.

Again, it is, I imagine, useless just now even to ask those who are responsible for this movement to consider whether there is any conceivable possibility that this committee can so improve an imperfect world out of all knowledge as to devise a golden method which will purge the profession altogether from dishonest rascals, or, failing that, any equitable method which will insure the public against the misdeeds of dishonest solicitors at the expense of their innocent brethren.

It may be said that, if the public are alarmed, it is wise for the profession to shew their eagerness to associate themselves with the public sentiment and take the bull by the horns. That is a very plausible argument, but I deny the existence of the bull—or, in other words, the existence of any wrong-doing other than such as is to be found in large or small degrees, according to their temptations and opportunities, in every profession, trade, and occupation in the community, from the potman who takes money out of a till upwards. If I am right, the profession does not need to adopt these extraordinary measures of self-abasement. If I am wrong, and there is prevalent corruption and dishonesty in the profession, then this committee is indeed necessary; but I am entitled to say that even its most strenuous supporters did not put forward any such idea.

It may be said, again, that this committee, if it does no good, can do no harm; and, judging from particular instances within my knowledge, I have reason to believe that a good many members voted for it, or did not vote against it, from that opportunist point of view. I differ from that conclusion because I think that whatever may be said by way of explanation or qualification, the appointment of the committee is, or (which is equally mischievous) will generally be considered to be, a half confession or admission that there is something rotten in the state of the profession; and I also think that, while at the passing moment the general public, like the SOLICITORS' JOURNAL, may praise the course adopted, the more enduring, though totally erroneous, outside impression will be that the Incorporated Law Society knew there was something very generally wrong and shrewdly adopted the most comfortable way of keeping within their own control a highly disagreeable subject. There are already signs that this not very flattering conclusion finds favour in some quarters.

It seems to me, with great respect, that the committee may just as practically, and much less invidiously, extend the scope of its inquiry into the general subject of the better observance of the eighth commandment by lawyers, bankers, merchants, brokers, clergy, tradesmen, and all other classes identified with specified occupations; and that in their hurry to convince the public that as a profession solicitors condemn dishonest practices, and in mistaken deference to a passing wave of prejudice, the Law Society have cast an unmerited slur upon their own profession which will long survive the recollection of the individual cases that have lately attracted public notice, and the silly alarms to which it is supposed they have given rise.

I do not expect the opinion I have expressed to attract any sympathy now, but I do most honestly believe that I shall not long be singular in holding it.

EDWARD F. TURNER.

Leadenhall House, 101, Leadenhall-street, London, May 7.

[To the Editor of the Solicitors' Journal.]

Sir,—May not the recent scandals in some measure be attributed to the effect of the absorption by Government officialism of the work of the profession, and the lowering of the scale of remuneration for what is left to them?

These causes result in solicitors being unable by their earnings to live in the style to which they have been accustomed, and to bring up their families in a way suitable to their station in life.

Increasing leisure and diminishing incomes induce them to look to other sources, and they may resort to transactions in land, or building or company promoting, or, worst of all, the Stock Exchange.

In any of these lines their inexperience does not enable them successfully to cope with those who have made these subjects their life-long business, and success not unnaturally eludes their efforts in a new departure in which their specialized knowledge is of little avail. But hope springs eternal in the lawyer's breast, and failure stimulates him to fresh efforts—and without the smallest idea of doing anything wrong, he may apply the money of others left in his hands to what he deems a safe and genuine investment in the confident expectation of retrieving his former failure, and be as much distressed at the idea of really misapplying other people's moneys as the clients themselves could be—until at last he becomes hopelessly involved.

For a remedy it is useless to talk about insurances, or examinations of clients' books.

Let solicitors be adequately remunerated, so that they may be able to earn a living by their profession—and make it criminal for them to misapply moneys in their hands under any circumstances—and let clients take some little interest in their affairs, and keep their own securities, and not by their folly and supineness facilitate these frauds, and they would soon come to an end.

W. R.

[To the Editor of the Solicitors' Journal.]

Sir,—I have read the remarks on this subject made by the various solicitors at the meeting of the Incorporated Law Society on the 27th ult.

Mr. Blunt is reported to have asked "if it was possible to frame bye-laws, &c., to support the confidence of clients in solicitors who were members of the society. If anyone employed solicitors who were not members of the society he must take the consequences."

Most of the recent erring members of our profession were members of the society. This, therefore, appears to be no very great safeguard to a client, but I think Mr. Blunt's suggestion an excellent one for increasing the membership of the society. The mere fact of being a member does not make a man honest, or *vice versa*.

Black sheep are to be found in plenty in every walk of life, but I think the most you can do is to punish the evil-doer as he is found out. To prevent evil-doing is beyond even the ken of the Incorporated Law Society. Moreover, if it were not for "evil-doing" of one sort and another, the necessity for our existence would greatly diminish.

SOLICITOR.

London, May 9.

#### MR. HASTIE'S MOTION.

[To the Editor of the Solicitors' Journal.]

Sir,—With reference to Mr. Hastie's motion that solicitors should be remunerated at the same rate as other persons who negotiate the sale of property, I think the mistake solicitors make is to allow land agents and others to act when solicitors might do so. The expenses of a sale by auction are often excessive owing to the expenses incurred in advertising so that auctioneers may earn their 2½ per cent. for the mechanical process of occupying the rostrum. This is sufficient to debar the solicitor from getting allowed on taxation the poor remuneration of 1 per cent. for "conducting" the auction. The sooner solicitors act in concert against this anomalous condition of things the better.

GEORGE WILLSON.

9, Regent-street, St. James's, May 8.

#### ESTATE DUTY ON LEASEHOLDS OF WIFE PASSING ON DEATH TO HUSBAND.

[To the Editor of the Solicitors' Journal.]

Sir,—A. B. became possessed of a leasehold property, of which the value was under £300, on the death of his wife, *jure mariti*. The wife had no other estate.

The officials at the district registry require letters of administration to the wife's estate to be taken out. Surely this is unnecessary, as the estate duty, if such is payable, can be paid upon an account.

I shall be glad if any of your readers can give me information on the point.

SUBSCRIBER.

71, Temple-row, Birmingham, May 9.

#### THE LAW SOCIETY'S MEETING.

[To the Editor of the Solicitors' Journal.]

Sir,—In your notice of the special general meeting of this society, held on the 27th of April, the observations of "Mr. A. J. Blount," of London, are reported.

I am requested to inform you that it was Mr. F. W. Blunt, of London, who addressed the meeting.

E. W. WILLIAMSON, Secretary.

Law Institution, Chancery-lane, London, W.C., May 9.

In the House of Commons, on the 4th inst., Mr. Hedderwick asked the First Lord of the Treasury whether he was aware of the fact that the General Council of the Bar and the Incorporated Law Society had repeatedly recommended the appointment of additional judges of the Queen's Bench Division of the Supreme Court; that a joint committee of these two associations representing the bar and solicitors of England was recently appointed to consider the arrears of legal business in that division of the Supreme Court, and that, after careful consideration of the report of that joint committee, a resolution was passed by the General Council of the Bar, and communicated to the Lord Chancellor, declaring that an addition to the judicial strength of the Queen's Bench Division was an imperative necessity in the interests of suitors and of the public; and whether, having regard to the constant arrears of legal business in that division of the Supreme Court and to the repeated recommendations of the associations named, her Majesty's Government meant to take any steps to remedy the grievances mentioned. Mr. Balfour said: I am advised that the Lord Chancellor is prepared to consider any particulars that may be adduced as to the condition of business in the Queen's Bench Division. My information, however, does not support the statement in the question that there are constant arrears.

## CASES OF THE WEEK.

## Court of Appeal.

*Re A. B. & CO. Ex parte J. M. RICHARDSON.* No. 2. 27th April and 4th May.

BANKRUPTCY—PETITION—INTERIM RECEIVER—SPECIAL MANAGER—PETITION ULTIMATELY DISMISSED—ACCOUNT OF SPECIAL MANAGER.

This was an appeal in Bankruptcy from a decision of Mr. Registrar Linklater given on the 2nd of April, 1900, and involved an important question as to whether the official receiver is entitled out of the debtor's estate to the expenses properly incurred by him whilst acting as interim receiver during the pendency of a bankruptcy petition, in cases in which the petition is ultimately dismissed. On the 18th of January, 1900, a bankruptcy petition was presented against A. B. & Co., an American firm trading both in America and England. Pending the hearing of the petition, the official receiver was appointed interim receiver of the debtor's property under section 10 of the Bankruptcy Act, 1883; and on the application of the petitioning creditors he appointed a special manager of the debtor's business in England under section 12 of the same statute. The special manager carried on the business till the 28th of February, when the petition was finally dismissed by the Court of Appeal on the ground that in this particular case the English courts had no jurisdiction (*ante*, p. 293). On the 2nd of April Mr. Registrar Linklater ordered that the sum of £409 which had been paid over by the special manager during his managership to the official receiver, and represented the gross receipts of the business for the period in question, should be handed over to A. B. & Co. without allowing any deduction for wages and other necessary sums of money which had been paid by the special manager out of his own pocket and which he had not been repouced. From this order the special manager and the petitioning creditors now appealed; and it was argued on their behalf that two courses only were open to the defendants: (1) They were free to ignore altogether the manager's trading and its results (including the £409); to demand back their property; and to claim damages for its conversion. Such an action, however, would not lie against even those creditors on whose initiative the special manager had been appointed, since the manager was in no sense their agent, but the officer of the court: *Peruvian Guano Co. v. Dreyfus Bros.* (1892, A. C. 166, *per* Lord Field, at p. 199); *Ex parte Vaughan* (33 W. R. 151, 14 Q. B. D. 25). (2) Or they might recognize, and take the benefit of, the manager's trading; but in that case they must allow him his proper expenses: *Douane v. Gorton* (40 W. R. 17; 1891, A. C. 190, *per* Lord Macnaghten, at p. 203); *Whitmore v. Black* (13 M. & W. 507). Reference was also made to *Re Taylor* (5 L. T. N. S. 711).

THE COURT (LINDLEY, M.R., RIGBY and COLLINS, L.JJ.) allowed the appeal.

LINDLEY, M.R.—This is a matter of some little difficulty, and of more than a little interest. I do not attach much importance to the question whether the receiving order in this case was discharged simply on the ground that the order was erroneous, or because there was never any jurisdiction to make it. The line between the two is, no doubt, a very fine one, but I am not going to discuss it now. The petition has been dismissed, and that being so the official receiver has no longer any authority to carry on the business. But it does not follow that the official receiver is therefore to be treated as though no such order had ever been made. His accounts must be passed in the usual way—his account alike of the moneys he has received and of those he has paid away. Now what is this sum of £409 which is now in the hands of the official receiver? It is money which represents gross receipts, and is not a balance at all. The learned registrar has made an order that this sum is to be handed over, just as it stands, to the debtors. That, in my opinion, would be grossly unjust. Even if the order appointing the receiver had been made, in the proper sense, without jurisdiction, yet the court would never allow its officer to pay more than the balance due from him on taking the account. No injustice will be done to anybody, and the appeal must be allowed.

RIGBY, L.J.—As to the general principle, I agree entirely with the Master of the Rolls. As to the appointment of the official receiver I wish to add a word or two. I do not think it is open to anyone to say that he was wrongly appointed in the sense that there was no jurisdiction to appoint him. As soon as a petition is presented there arises at once the power to appoint a receiver, whatever the result of the petition may be.

COLLINS, L.J.—I agree. The question has been raised as to whether the debtor is entitled to treat the special manager as a wrongdoer. If he is so entitled, there is much to be said for the respondent's point of view. But I do not think myself that the special manager can be so treated. His appointment by the court was perfectly good till it was set aside.—COUNSEL, *Muir Mackenzie*; *C. A. Russell*, Q.C., and *Carrington*. SOLICITORS, *Dentisteh, Watkin-Williams*, & *Gray*; *J. H. Moggridge*.

[Reported by J. E. MORRIS, Barrister-at-Law.]

HOWLLS v. BEBB. No. 2. 3rd May.

TENANT FOR LIFE AND REMAINDERMAN—REVERSIONARY INTEREST IN CONSOLS—TRUST FOR CONVERSION—POWER TO POSTPONE—DIRECTION THAT TENANT FOR LIFE SHOULD ENJOY INCOME OF UNCONVERTED PROPERTY—RATE OF INTEREST.

This was an appeal from a decision of Stirling, J. A testator, who died in 1887, bequeathed all his property to trustees, upon trust for conversion and investment, and to pay the income to his sister Alice Bebb for life, then upon trust for her children if she should have any, and in default of children for his trustees absolutely. The will contained a power to postpone conversion with a direction that the tenant for life should enjoy the

income of unsold real estate till conversion. Part of the testator's estate consisted in a reversionary interest in a sum of consols set apart to answer an annuity to his sister Alice Bebb, the tenant for life under the will. At the time of the testator's death Alice Bebb was aged thirty-five and unmarried. She subsequently became a lunatic, and died without ever having been married. On her death the reversionary interest fell in, and it was contended on behalf of the Crown, she having died intestate and without relations, that the reversionary interest ought to have been realized in her lifetime, and that this not having been done, her estate was entitled to be recouped out of the capital to the extent of the income which she would have enjoyed if the conversion had been made. *Stirling, J.*, following *Mackie v. Mackie* (5 Hare 70), decided against this contention. The Crown appealed.

THE COURT (LINDLEY, M.R., RIGBY and COLLINS, L.JJ.) allowed the appeal.

LINDLEY, M.R.—In this case we have to consider a question of some difficulty, both on the construction of the will, and on what has been done since the death of the testator. Now, the will contains not only a discretionary power to the trustees to postpone the conversion, but also a direction which applies to the income, if any, of the unconverted estate. In other words, if the conversion be postponed, the rule in *Howe v. Lord Dartmouth* (7 Ves. 137) is excluded by virtue of this direction in the will. Pausing there, and assuming the discretionary power to have been properly exercised, it appears to me on the authority of *Mackie v. Mackie* that the decision of Stirling, J., was right. *Mackie v. Mackie* covers a point which, but for that, would have caused us some difficulty—that is to say, whether a clause like this can apply to property which does not yield income. In *Mackie v. Mackie* it was held that it did apply, and Stirling, J., has taken the same view in the present case on the principle that the tenant for life has taken the property for better or worse. *Howe v. Lord Dartmouth* does not apply either against her or in her favour. On this point I have come to the conclusion that Stirling, J., is right. But another point has been raised before us, as to what has been done since the testator's death. Certain affidavits have been put in before us which were not read before Stirling, J. Now, on this additional evidence I am quite satisfied that these trustees did not exercise this power of postponement with a view to benefit themselves. But I do think that it never occurred to them that the tenant for life was entitled under the rule in *Howe v. Lord Dartmouth* to have this reversionary interest sold and invested. I think that they never considered this at all. Now, before I go further, I will consider what the scope of this discretion was. From what I have said about *Mackie v. Mackie*, it follows that, if this power had been exercised and the reversionary interest which ought to have been sold had not been sold, it would have altered the relative positions of the tenant for life and the remainderman. I do not doubt that, but it does not appear to me that this is anything in the nature of a power of management. I do not think that the trustees, apart from managing the estate, could have postponed the conversion in the interests of the remaindermen. I think the better way of testing the scope of this power is this. Suppose the tenant for life had insisted on this conversion, could the trustees have refused? I think they could not. There was nothing in the position of the property which would have justified the trustees in refusing to convert as a matter of management because the tenant for life was enjoying a large income from some other property which ought to have been sold. Now, if I am right that they never did think about this power, and that if they had thought about it, they could not have properly refused to convert, what follows? It follows that the representatives of the tenant for life are entitled to have that income which she has lost during her life made good out of the capital of the estate. It has been suggested that under the circumstances of this case the trustees have in fact done what was the right thing to do. I cannot come to that conclusion. I do not think the circumstances would have justified the trustees in postponing this conversion. Further, this conclusion involves the assumption that their discretionary power was more than a power of management, and I do not think the discretion authorized the trustees to alter the rights of the tenant for life, except so far as they altered them by postponing the conversion of one part of the estate rather than another in the management of the estate as a whole. The account, therefore, must be rectified. The only other point is whether interest ought to be allowed at the rate of 3 or 4 per cent. Under statute judgments bear interest at 4 per cent., and under the rules legacies bear interest at 4 per cent. Of course we cannot alter that. But there is no rule which applies to a case of this kind, and apart from the judgment of Kekewich, J., in *Re Goodenough* (44 W. R. 44; 1895, 2 Ch. 55), I think 3 per cent. is the proper interest to be allowed. You cannot get interest at 4 per cent. now, at any rate from securities with which trustees have any business. Apart from this the appeal must be allowed.

RIGBY and COLLINS, L.JJ., concurred.—COUNSEL, *Sir R. E. Webster*, A.G., and *Joyce*; *Butcher*, Q.C., and *Hon. F. Russell*. SOLICITORS, *Hare & Co.*; *Walters, Devereil*, & *Co.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

*Re GLADSTONE. GLADSTONE v. GLADSTONE.* No. 2. 2nd May.

SETTLED LAND—TENANT FOR LIFE—BUILDING LEASE—RESERVATION OF MINERALS—SETTLED LAND ACT, 1882 (45 & 46 VICT. C. 38), ss. 6, 13, 17.

This was an appeal from an order of Cozens-Hardy, J., in chambers. A summons was taken out by trustees for the purposes of the Settled Land Act, who had been appointed by an order of the court on behalf of an infant to exercise the powers of a tenant for life under the Acts during his minority, for the determination of the question whether they had or had not power to grant building leases of parts of the settled estates reserving the mines and minerals. Cozens-Hardy, J., following *Newell and Nevill's Contract* (43 W. R. 181; 1900, 1 Ch. 90), held that they had no power. The trustees appealed.

THE COURT (LINDLEY, M.R., RIGBY and COLLINS, L.JJ.) allowed the appeal.

LINDLEY, M.R.—This case turns on various sections of the Settled Land Act, of which the governing section is section 6. The question is whether a tenant for life can grant a lease of settled land and reserve the minerals. Cozens-Hardy, J., following the decisions in *Nesell and Nevill's Contract*, has held that he cannot do it. I confess I cannot agree with that decision, and I think I see the mistake the learned judge has made in arriving at it. I will not go back to the old authorities, but I will look at section 6 and see what it says. [His lordship read the section, and continued:] Reading that section as a whole, it is obvious that the general language which gives the tenant for life this power applies to building and mining leases as well as to other leases. Looking at the words of the section one does not see any room for doubt in the matter. And the words "the settled land or any part thereof" mean that a tenant for life can grant mines reserving the surface or grant the surface reserving the mines. If Kekewich, J., is right, a tenant for life cannot grant a lease of mines with a reservation of the surface. That is to cut the power down to an extent which I do not think is justified by the language of section 6, or by the scope of the Settled Land Acts, which is to increase the powers of the tenant for life. That is the conclusion I should arrive at apart from authority or the other sections of the Settled Land Act. Then looking at the other sections, section 13 rather supports the view taken by the appellants. Then section 17 does seem a little the other way, as it confers an express power to make such reservations in mining leases. No doubt there is some difficulty, but I do not think there is sufficient to cut down the plain language of section 6. It appears to me that the object of section 17 was to remove other difficulties about mining leases, and this power to make reservations was put in by way of extra precaution. There is no other section of the Act to which I need refer; and as regards the authorities, I do not think they have any application at all. I think *Darrell v. Hoare* (12 A. & E. 356), on which Kekewich, J., relied, was perfectly right, both under the old law and under the new; but all that that case decided was that a power to let land does not give you power to impose a burden on it. As to *Buckley v. Howell* (29 B. 546), that was the case of a sale, and the Legislature thought it necessary to pass an Act to get rid of the consequences of that decision. I think there was ample power under section 6 to grant this lease.

RIGBY and COLLINS, L.JJ., concurred.—COUNSEL, Warrington, Q.C., and O. L. Clare; Hon. A. Lyttelton, Q.C.; Eustace Smith. SOLICITORS, Farrar & Porter, for Barker & Rogerson, Chester.

[Reported by J. I. STIRLING, Barrister-at-Law.]

**Re MARTIN (OTHERWISE GUILLARD). LOUSTALAN v. LOUSTALAN.**  
No. 2. 29th and 30th March; 30th April.

**WILL—WILL OF FOREIGNER RESIDENT IN ENGLAND—SUBSEQUENT MARRIAGE IN ENGLAND—REVOCATION—DOMICIL.**

Appeal from a decision of the President of the Probate Division (68 L. J. Prob. 106), given on the 6th of August, 1899. Catherine Ephrasie Loustalan, a Frenchwoman by birth, came to England prior to 1870, and during that year, whilst residing near Huddersfield, executed her holograph will on official French paper in accordance with the regulations of the law of France. This will, which was not executed conformably with English law, constituted her sister, Marie Loustalan, the plaintiff in the present action, her universal legatee. The testatrix subsequently married a Frenchman, Louis Guillard (who assumed the name of Martin) in 1874; but her husband deserted her and returned to France in 1890. The testatrix died on the 9th of January, 1895. Her brother, Jean Loustalan, the defendant in the present action, took out letters of administration to her estate in England on the 22nd of March, 1895, the will already mentioned having been for the time forgotten, and it being believed that the testatrix had died intestate. An action having been subsequently commenced by the plaintiff for the revocation of the grant of these letters of administration, and for probate of the will already mentioned, it was decided by Jeune, P., (1) that the domicile of the deceased was the same as that of her husband, and that the domicile of the latter was at the time of the marriage French; (2) that husband and wife intended to marry according to the matrimonial régime of England; (3) but that the ancient rule that a pre-nuptial will is revoked by subsequent marriage was a part of the testamentary, not of the matrimonial, law of this country. Under these circumstances the learned President revoked the grant of letters of administration, and made a grant of administration with the will annexed to the defendant, as the natural and lawful brother of the deceased. From this decision the defendant now appealed; and the following cases were cited during the course of the hearing: *Marston v. Roe* (8 A. & E. 14), *Bremer v. Freeman* (10 Moore P. C. 306), *Forre and Hembling's case* (4 Coke's Rep. 61a), *In re Aganoors Trusts* (64 L. J. Ch. 521), *Jopp v. Wood* (13 W. R. 481, 34 L. J. Ch. 212), *Bell v. Kennedy* (L. R. 1 H. L. Scot. 307), *Udny v. Udny* (L. R. 1 H. L. Scot. 441), *Croker v. Marquis of Hertford* (4 Moore P. C. 339), *Abd-ul-Messih v. Farra* (13 App. Cas. 431, at 439, 441, and 444), *Mayor of Canterbury v. Wyburn* (43 W. R. 430; 1895, A. C. 89).

THE COURT (RIGBY and VAUGHAN WILLIAMS, L.JJ.; LINDLEY, M.R., dissenting) allowed the appeal.

LINDLEY, M.R.—By English law, by which I mean English law irrespective of all foreign law, this will, since it was not attested as required by English law, is therefore clearly invalid. But foreign law must be taken into account. Those principles of private international law which are recognized in this country are part of the law of England, and on those principles the validity of the will, so far as it affects movable property, depends on the law of the domicile of the testatrix when she died. If authority for this statement is wanted it will be found in *Bremer v. Freeman*

(10 Moore P. C. 306, at pp. 359, &c.), *Doghoni v. Crispin* (L. R. 1 H. L. 301), and in *Re Trufort* (36 W. R. 163, 36 Ch. D. 600). But, further, the validity of a will of movables made by a person domiciled in a foreign country at the time of such person's death not only may, but must, depend on the view its courts take of the validity of the will when made and on its subsequent revocation, if that question arises. If the domicile of the testatrix is to be treated as English when she became a married woman her will was revoked by her marriage, for such is the law of England, whatever the intentions of the parties may be (1 Jarman on Wills, c. 7). But if her domicile was French, her will would not be revoked by English law, and still less by French law. Both laws are alike in regarding her domicile as that of her husband as soon as she married him. The effect of her marriage must therefore depend on the English view of his domicile. Having thus stated the principles which, in my opinion, ought to be applied to the case, I now proceed to consider the facts. [His lordship shortly reviewed them.] The learned President decided, and, in my opinion, rightly decided, that the domicile of the testatrix in the English sense was French when she died. He also came to the conclusion that the domicile of the husband at the time of the marriage was in France, not in England. Now if, as the President considered, the parties were (according to English views) domiciled in France when they married, their marriage would not revoke their previous wills. I proceed, therefore, to inquire whether the President was right in his view that the husband was domiciled (in the English sense) in France, and not in England, when he married. To acquire an English domicile in the English sense, not only is a change of residence and place of business required, but there must be an intention to adopt the new residence permanently or for an indefinite period: see the authorities collected in Dicey Conflict of Laws, p. 104, *et seq.* I see here no proof of any intention to abandon France as his domicile in the English sense, and to acquire a domicile in the English sense in this country. My own conclusions are that the domicile (in the English sense) of the testatrix was French when she made her will, French up to the time she married, French by her marriage, and French when she died. It is not necessary to cite authorities to shew that it is now settled that, according to International Law as understood and administered in England, the effect of marriage on the movable property of spouses depends (in the absence of any contract) on the domicile of the husband in the English sense. The authorities will be found in Foote's International Law (2nd ed.), pp. 315 to 321, and Dicey's Conflict of Laws, p. 648 *et seq.* This being clear, the will was not revoked; and if not revoked, it was clearly valid as regards the wife's movable property. Section 18 of the Wills Act does not apply to the wills of foreigners who die domiciled abroad (Deane's Wills Act, note to section 18, cites an authority for this); and the effect of the marriage is not to vest the wife's property in the husband. French law did not so vest it, neither did International Law as understood and administered in this country. The English law applicable to English people, and according to which a woman's personal property formerly vested in her husband on marriage, and according to which her will was revoked by marriage even before the Wills Act, could not apply on principle to French spouses married in England, but (according to English views) domiciled in France when they married. In my opinion the will has been properly admitted to probate, but it will not apply to leasehold property, for that is not regarded as movable property, to which latter alone the *lex domicilii* is applicable (Dicey p. 72).

RIGBY, L.J., after reviewing the facts, said: I consider the reasonable inference to be that the husband intended to remain in England, and was domiciled there according to English, as he certainly was according to French, law. It is his intention that governs, not that of the wife, in the absence of any marriage settlement, and I conclude that he intended English law to apply, and that law gave him immediately on the marriage the exclusive right to all the wife's movables—that is, to everything that could pass by the holograph will of 1870. As by the marriage she would become incapable of making another will, the will of 1870 would be revoked. It matters not that she might subsequently, by an alteration in the law, become entitled to personal property which she could dispose of by will. Such a new testamentary power would not, in my opinion, reverse the will which had already been revoked.

VAUGHAN WILLIAMS, L.J., was of opinion that the decision of the court below ought to be reversed; and his judgment was grounded on the conclusion that the testatrix acquired an English domicile at the time of her marriage.—COUNSEL, *Inderswick, Q.C.*, and *Grasbrook*; *H. J. H. Mackay*. SOLICITORS, *Blount, Lynch, & Petro*; *M. Herbet*.

[Reported by J. E. MORRIS, Barrister-at-Law.]

### High Court—Chancery Division.

**PARDOE v. PARDOE.** Stirling, J. 1st, 2nd, 3rd, 4th, 5th, and 9th May.

**WILL—SETTLED ESTATE—TENANT FOR LIFE—EQUITABLE ESTATE—"FULL AND ABSOLUTE CONTROL"—WASTE—TIMBER—PERIODICAL CUTTINGS—PROCEDURES OF SALE—ACTION BY NEXT TENANT FOR LIFE.**

This was an action in which the plaintiff claimed relief on the ground that the defendant had been guilty of waste in cutting timber. The facts were short and not really in dispute. By his will, dated in 1879, George Pardoe, who died in 1884, gave, devised, and appointed all his real and personal estate whatsoever unto and to the use of his wife for the term of her natural life, and after her decease appointed and bequeathed his real estate and the residue of his personal estate to the use of his brother F. Pardoe; the testator appointed his wife his sole executrix and gave her "full and absolute control over all my property" during her life. F. Pardoe died in 1892, having by his will devised all the real estate of

which he had the power to dispose under the testator's will and subject to the life estate of Mrs. Pardoe, the defendant, to his son G. O. Pardoe, the plaintiff, during his life without impeachment of waste and after his decease to the use of his first and other sons successively according to seniority in tail with remainders over. The property in question consisted of three estates in Shropshire, and on three separate occasions, in 1887, 1889, and 1899, the defendant had cut and felled timber; the last sale, as the defendant admitted, included oak and ash trees and one elm, all upwards of twenty years old and growing in coppices and woods. For the plaintiff it was submitted that, as there was no evidence of periodical cutting, selling or replanting, of any regular income derived therefrom, or of any wood-books having been kept, this could not be called "a timber estate," and the doctrine of cases like *Honywood v. Honywood* (22 W. R. 749, L. R. 18 Eq. 306) and *Dashwood v. Magniac* (1891, 3 Ch. 306) did not apply; the defendant was impeachable for waste, having no power to waste capital, but only a power of mere management which she had exceeded (*Woodhouse v. Walker*, 28 W. R. 765, 5 Q. B. D. 404; *Seagram v. Knight*, 15 W. R. 1152, 2 Ch. App. 628); the clause giving her "full and absolute control" immediately follows the words appointing her executrix, and is merely ministerial (section 42 of Conveyancing Act, 1881, referred to); to escape punishment for waste there must be "special licence had by writing of covenant making mention that they (i.e., fermors) may do it": 52 Hen. 3, c. 23, Statute of Marlebridge. On behalf of the defendant it was urged that the clause rendered her unimpeachable for waste. A tenant for life was not a "fermor" contemplated by the Statute of Marlebridge (1 Coke's 2nd Institutes, 144, 145 (1) (5)), *Lewis Bowles' case* (11 Coke's Rep. 149), *Chamberlain v. Dummer* (1782, 1 Bro. C. C. 166), *Bewes on Waste*, 145. She was at least in as beneficial a position as a tenant for life with an ordinary clause with "without impeachment for waste," and was entitled to manage the property in a husbandlike manner for her own benefit: *Vincent v. Spicer* (4 W. R. 667, 22 Beav. 380). Even if the power were fiduciary, to follow the rule in *Seagram v. Knight* would be too narrow a construction of the power here. She was entitled to apply the proceeds for the benefit of the estate, as she did in fact do, so as to prevent a state of decay which no one else was liable for not preventing. Section 42 of the Conveyancing Act, 1881, has no reference either directly or by analogy: see sub-section 7.

STIRLING, J., first decided the point of construction, saying that the discussion of the same might serve the useful purpose of clearing up the position. His lordship thought it was clear that the words of the testator did not make the first tenant for life unimpeachable for waste, but he did think that they conferred the most extensive powers of management which an owner in fee simple could have.

As to whether the tenant for life could apply the results of sale for her own benefit, his lordship reserved his view until he had heard the evidence as to their application.

Evidence was then given on behalf of the plaintiff and the defendant, the plaintiff submitting that the past cuttings of timber were wrongful, and that as the defendant intended to continue the wrongful acts, he was entitled to an injunction (*Perrot v. Perrot*, 3 Atk. 94; *Loundes v. Battle*, 33 L. J. Ch. 451); the defendant being the tenant in possession and impeachable should pay the proceeds into a separate fund, she to have the income for life, and the capital to go to the remaindermen who are unimpeachable: *Waldo v. Waldo* (12 Sim. 107), *Gent v. Harrison* (Johns. Rep. 517), *Loundes v. Norton* (25 W. R. 826, 6 Ch. D. 139). *Cur. adv. vult.*

STIRLING, J., after stating the facts, said that if the felling was wrongful, the plaintiff could make out no title to any proceeds of the sales in 1887 and 1889, for they would pass to the legal personal representative of F. Pardoe; and the proceeds of the 1899 sale would belong to the person first entitled to an estate of inheritance. His lordship continued: The first question is whether or no on the construction of the will the defendant is made unimpeachable for waste. In the will there is no exemption from the ordinary rule in express terms, but the defendant relies on the clause giving "full and absolute control." Does that enlarge the interest of the defendant and enable her to take for her own benefit what she could not otherwise take? I have already expressed my opinion that it does not. The property in question includes both real and personal property, and the gift with remainder over implies that the testator intended the property to pass to the remaindermen. By the rule in *Hove v. Lord Dartmouth*, if the property consists of property liable to waste it must not be retained, but sold. I think I am entitled to look for the testator's meaning as to what he meant to do with the personal estate. Do the words he uses mean that that rule is to be set aside? I think not. Now, one of the meanings given to "control" in Johnson's Dictionary is "superintendence." The words here simply give her a very large power of management, and do not affect the nature of the prior interest; it therefore was incumbent on her to preserve the personal property. The same applies as to the real estate. I do not think the words would enable her to commit waste. She is by the will impeachable for waste. We have her admission as to what was cut in 1899 and, ever since Coke on Littleton at least, oak and ash over twenty years old have been considered timber. A tenant for life is not entitled to cut timber unless there is some expression in the will shewing that he is entitled to do so. *Prima facie* the defendant has committed waste, and the burden lies on her to shew that she was so entitled. Her first defence is that the case falls within the exception laid down in *Honywood v. Honywood*, established by the Appeal Court in *Dashwood v. Magniac* [His lordship read from the judgments of Jessel, M.R., and Chitty, J.]. Therefore we have to look and see how the estate was dealt with in the lifetime of the testator. [His lordship then referred to the evidence in detail, and said that it was really all one way; as one of the defendant's witnesses said, there had been "a great deal of irregularity," and nothing like the regular and

systematic course of cultivation which is the whole essence of a timber estate. His lordship continued:] If I were to hold this case to be within the exception in *Dashwood v. Magniac*, the exception would very soon eat up the rule. These estates are, to my mind, a very good example of what is not a timber estate. This defence wholly fails. Her second defence is that the felling was justified by the powers of management. Here there is more to be said, and I am not disposed to put a narrow construction on the words. Expert advice before the earlier sales had not been followed; both in 1887 and in 1899 the felling was not confined to decayed trees, but included oaks which would have grown bigger. I come to the conclusion that the defendant destroyed timber without effectually producing a proper coppice, and did not treat the Valletta estate in due course of management. The case is equally strong, if not stronger, with regard to timber on the Nash Court estate. His lordship declared that the defendant, according to the true construction of the will, was not punishable for waste, and not entitled to cut timber and timberlike trees except in due course of management and for the benefit and preservation of the estate, and his lordship being of opinion that the power of management over the estates given by the testator to the defendant was a fiduciary power, further declared that the defendant was liable to account for the proceeds of timber and timberlike trees cut down, and not entitled to apply such proceeds for her own use and benefit. Liberty given to apply for an injunction if necessary.—COUNSEL, J. G. Butcher, Q.C., and P. M. Walters; W. H. Ujoh, Q.C., and G. E. Cruickshank. SOLICITORS, Walters, Deverell, & Co.; Richard White, for Byrch & Cox, Evesham.

[Reported by W. H. DRAPER, Barrister-at-Law.]

GEER v. GEER. Byrne, J. 8th and 9th May.

PARTNERSHIP—DISSOLUTION—DEED—CONSTRUCTION—ACCOUNTS—ITEMS CHARGEABLE TO PROFIT AND LOSS—DEPRECIATION OF LEASEHOLDS AND MACHINERY—NEW MACHINERY.

Trial of action. The father of the plaintiff and defendant had, prior to his death in 1893, carried on the business of a bookbinder upon certain leasehold premises at Farringdon-road and Bowling Green-lane. It appeared that he had kept books of account, but the system, though sufficient, was crude and simple in the extreme. By his will the testator gave his business, including the leasehold premises upon which it was conducted, to his two sons in the proportion of three-sevenths to Edward, the plaintiff, and four-sevenths to John, the defendant. After the death of their father the plaintiff and defendant carried on the business in partnership for about a year, but they had no articles of partnership. Prior to the father's death there was a sum of about £4,007 11s. 3d. due from the business to a bank, for which the bank had a charge upon the leasehold premises in Farringdon-road and Bowling Green-lane and some freeholds in Essex. It was decided to reduce the liability to the bank and accordingly the plaintiff and defendant on the 23rd of January, 1895, mortgaged the leasehold premises in Farringdon-road and Bowling Green-lane to one Corben for £3,000, which was paid to the bank in reduction of its charge, the bank releasing the leaseholds from the charge. On the 5th of August, 1895, the partnership was dissolved and a deed of dissolution was executed between the partners under which the plaintiff assigned all his interest in the business, including the leaseholds, to the defendant. The defendant covenanted to carry on the business on the premises for the residue of the term of eighty years for which the premises were held if both the plaintiff and he should so long live and should pay to the plaintiff for life £4 a week, and in addition thereto, as a kind of annuity, such a sum as should be equal to one quarter of the sum or amount (if any), whereby the net profits arising from the said business during the year commencing on the 1st of January and ending on the 31st of December, in respect of which such annuity is to be paid, should exceed £800; then followed provisions as to the mode of payment. The defendant also covenanted to keep true and just accounts of all the dealings and transactions of and in connection with the business during the plaintiff's life in the same way, and according to the same principles in and according to which the accounts in relation to the said business had theretofore usually been kept and so as to shew accurately by a proper balance-sheet a profit and loss account and the amount of net profits arising from the said business during each year. He also covenanted to pay and discharge in due course all the debts due from the testator at the time of his death in respect of the said business or which had since been incurred as appearing in the books of the business and which then remained outstanding or undischarged and also the principal money, interest, and other moneys payable or to become payable under or by virtue of the said mortgage of the 23rd of January, 1895, and would at all times thereafter indemnify the plaintiff against all such debts and liabilities. Some machinery used for bookbinding had become old and was partly repaired and partly replaced by new machinery. On the dissolution and each year afterwards the books of the business were handed to a firm of chartered accountants, with instructions to prepare a balance-sheet and profit and loss account in accordance with the terms of the dissolution deed; but beyond this the accountants had no special instructions. Balance-sheets and profit and loss accounts were prepared, in which the defendant sought to debit against the profits of the business before ascertaining the amount of the annuity payable to the plaintiff (i.) the interest payable in respect of the mortgage of January, 1895; (ii.) various sums for depreciation of the leasehold property at Farringdon-road and Bowling Green-lane; (iii.) various sums for depreciation of machinery; and (iv.) a considerable sum for new machinery and repairs to old existing plant and new machinery. For the plaintiffs it was contended that the interest due in respect of the mortgage of 1895 clearly ought not to be debited against profit and loss before ascertaining the amount to which he was entitled,

for the defendant by the deed of dissolution had clearly taken upon himself the whole burden of that mortgage as part of the consideration for his purchase of the plaintiff's share of the business. Machinery was capital, and therefore any amount assessed for depreciation or reinstatement ought to be charged to capital and not income. For the defendant it was urged that, inasmuch as the mortgage of January, 1895, had been made by both partners, on behalf of the partnership, the interest due in respect of it ought to be charged in the accounts before the net profit was arrived at. As to the depreciation of leaseholds and machinery, the case of *Rushion v. Grissell* (L. R. 5 Eq. 326) was authority for charging such items to profit and loss account. As to the charge for new machinery, expert evidence shewed that in this case, having regard to the manner in which the business accounts had been kept, it ought to be charged to profit and loss account. *Frames v. Bultfontein Mining Co.* (1891, 1 Ch. 140) was also cited.

May 9.—BYRNE, J., after stating the facts, said it was clear that as to the items for depreciation of the leasehold premises and the machinery they were rightly charged to profit and loss account, and for that proposition, if authority were wanting, *Rushion v. Grissell* was sufficient. The parties here had not bargained otherwise. Good books had been kept of the business, but they were not kept in the usual form, and did not permit of a profit and loss account being rendered. There was no bargain here not to bring in such charges as depreciation of lease and machinery to profit and loss account. But the new machinery was different. It ought to be charged against capital. As to the mortgage to Corben of January, 1895, the purchaser had taken upon himself the obligation of paying the capital and interest of the mortgage, and therefore the defendant could not charge interest on the mortgage in his accounts against the plaintiff. The plaintiff, therefore, succeeded on two points and failed on two.—COUNSEL, *Levett, Q.C., and E. Ford; Rowden, Q.C., and Ridton. SOLICITORS, H. S. Harris & Co.; Starling & Wright.*

[Reported by R. LEIGH BAMBROTHAM, Barrister-at-Law.]

### High Court—Queen's Bench Division.

**SAGAR v. CLARE.** Div. Court, 5th May.

PARLIAMENTARY ELECTION—NOTICE OF OBJECTION, FORM OF—NOTE—SPECIFICATION OF LIST—FRANCHISE LIST—PAROCHIAL LIST—PARLIAMENTARY AND MUNICIPAL REGISTRATION ACT, 1878 (41 & 42 VICT. c. 26), SCHED. FORM 1.

Special case by way of appeal from a decision of James Cottingham, Esq., revising barrister of the Blackpool Division of Lancashire and of the borough of Blackpool. The appellant objected to the name of Robert Fielding, of 103, Adelaide-street, Blackpool, as a parliamentary elector of the Blackpool Division and as a Burgess of the borough of Blackpool. The notice of objection which he served upon the overseers of Blackpool was in the following form: "I hereby give you notice that I object to the name of Robert Fielding, of 103, Adelaide-street, being retained on Division I. of the occupiers' list of electors for your parish (or township) as a parliamentary elector for the Blackpool Parliamentary Division of the County of Lancaster (Blackpool polling district) and as a Burgess of the borough of Blackpool. Dated Oct. 16, 1899.—ELIJAH SAGAR." The address of the objector was then stated. The objection was heard on the 12th of September, 1899, when the point was taken on behalf of Robert Fielding that the borough of Blackpool was divided into six wards, Adelaide-street, the only street of that name in the borough, being in Bank Hey Ward, and that the words Bank Hey Ward did not appear in the notice of objection, which, it was argued, was therefore invalid. The revising barrister was requested on behalf of the objector to amend the notice by adding the name of the ward, but on the authority of *Barton v. Ashley* (2 C. B. 4, 1 Lutfwyches R. C. 307) he refused to do so, and holding the notice to be invalid, he retained the name of Robert Fielding on the list of voters. The objector appealed, and his counsel relied on *Mortlock v. Farrer* (5 C. P. D. 73). The notice was exactly in the form given in the Registration Order, 1895. The respondent, who was the Clerk of the Peace for the County of Lancaster, was not represented.

THE COURT (LORD RUSSELL OF KILLOWEN, C.J., and WRIGHT and DARLING, JJ.) held that this was a case in which the amendment, if necessary, ought to have been made, but as the notice was *verbalis et literatim* in accordance with the form given in the Registration Order, 1895, no amendment appeared necessary. The case, moreover, was covered by *Mortlock v. Farrer*, and the appeal would be allowed.—COUNSEL, *H. Tindal Atkinson. SOLICITORS, Bower, Cotton, & Bower, for Dean & Waterhouse, Blackpool.*

[Reported by ESKINE REID, Barrister-at-Law.]

### Bankruptcy Cases.

**Re HARRISON. Ex parte THE TRUSTEE.** Wright, J. 1st and 7th May. BANKRUPTCY—VOLUNTARY SETTLEMENT—POLICY OF INSURANCE—PREMIUMS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 47.

Motion by the trustee in the bankruptcy of Cartmell Harrison (deceased), formerly a partner in the firm of Ingram, Harrison, & Ingram, solicitors, for a declaration that two-fifths of the moneys payable under certain policies on the life of the bankrupt, or alternatively all premiums paid by the bankrupt to keep alive the policies between 1889 and 1899, and two-fifths of the premiums paid by him between 1889 and 1895 on the same policies were voluntary settlements within section 47 of the Bankruptcy

Act, 1883, and that the trustee was entitled to the amount thereof. The bankrupt had executed a post-nuptial settlement in 1877, by which certain policies of insurance were vested in trustees for the benefit of members of his family in such shares as he might appoint. The settlement contained no covenant for the payment of the premiums. In 1895 his daughter married, and the bankrupt appointed three-fifths of the policies to the trustees of her marriage settlement. The bankrupt, who was admittedly insolvent in 1889, ten years prior to the bankruptcy, continued to pay the premiums until November, 1899, in which month he was adjudicated bankrupt, and committed suicide. The administration of the estate in bankruptcy was continued, and a trustee appointed, who launched the present motion against the trustees of the settlement of 1877. The case was argued on the 1st of May, when judgment was reserved.

May 7.—WRIGHT, J.—The question is whether for the purposes of section 47 of the Bankruptcy Act, 1883, the bankrupt's payments of the premiums on the settled policies during the ten years before his bankruptcy ought to be regarded as voluntary settlements, either of the premiums paid or of so much of the value of the policies as those payments may be supposed to have produced. The respondents contended that the only settlement was the original settlement of 1877, more than ten years before the bankruptcy; that the annual payment of the premiums did not increase the sum which was to become payable on the death of the settlor, but were merely performances of the condition on which the liability of the insurance company depended; and that even if the payment of the premium in any year can be regarded as a settlement at all, it was a settlement only of the amount of such premium and not of any part of the value of the policies. It seems, however, to be plain that the payment of the premiums is part of the consideration for the insurance, and the payment of each part of the consideration is *pro tanto* a purchase of the right to the amount insured, and, being paid for the purpose of acquiring or securing the settled fund and so converted into a portion of the settled fund, seems to be a fresh settlement from time to time as the payments are made. The payment of the premiums transfers the money from the settlor as the consideration for the settled fund continuing to exist. I cannot see any difference in this respect between payment of the premiums on an old policy and the payment of premiums on a new policy. In either case the payment of the premiums upon a settled policy seems in effect to be either a settlement of the premiums paid or a settlement of what is produced by the payment of it; and the only remaining question is which of these two settlements it should be considered to be. It seems to me that the thing which is settled is not the premium paid, but the fund or result which is produced by it. The case seems to me to be the same in substance as if the money paid as premiums had been invested in buying the reversion of an estate for the benefit of the volunteer. In that case the trustee would take, not the price of the reversion, but the reversion itself, which might be much more valuable than the price paid for it, but which, and not the price paid for it, would be, in the case supposed, the property which at the time of the accrual of the trustee's title is vested in the volunteer by virtue of the settlement, and but for the settlement would have been vested in the bankrupt. This it is which the section gives back to the bankrupt and through him to his trustee in bankruptcy. It is admitted by the trustee in bankruptcy that so much of the value of the policies as represents three-fifths of the premiums paid prior to the marriage of the bankrupt's daughter in 1895 must be regarded as having been settled at that date for valuable consideration. There must be a declaration that the trustee is entitled to so much of the value of the policies as represents the premiums paid during the ten years prior to the bankruptcy (1889-1899) after deducting so much of that value as represents three-fifths of the premiums paid between 1889 and the appointment in 1895. Application allowed.—COUNSEL, *Muir Mackenzie and Whinney; Reed, Q.C., and Leigh Clare. SOLICITORS, Black & Moss; H. & T. Powell.*

[Reported by P. M. FRANKS, Barrister-at-Law.]

### NEW ORDERS, &c.

#### TRANSFERS OF ACTIONS.

##### ORDERS OF COURT.

Friday, the 27th day of April, 1900.

Whereas from the present state of business before Mr. Justice Stirling, Mr. Justice Kekewich, and Mr. Justice Farwell respectively, it is expedient that a portion of the causes assigned to Mr. Justice Stirling and Mr. Justice Kekewich, should for the purpose only of hearing or of trial be transferred to Mr. Justice Farwell; now I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the Schedules hereto, be accordingly transferred from the said Mr. Justice Stirling and Mr. Justice Kekewich, to Mr. Justice Farwell for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar, and set up in the several offices of the Chancery Division of the High Court of Justice.

#### FIRST SCHEDULE.

From Mr. Justice STIRLING.

J F Timms & Co., ld v Timms	1899 J	1,311	March 10
White v Barnes	1900 W	388	March 10
Baxter v Welsh	1899 B	4,746	March 19
Levin v Spiegel	1897 L	2,761	March 19
Sainsbury v Isaacs	1899 S	4,124	March 19
Winstone v Gray	1899 W	3,133	March 21

The Caledonian Submarine Telegraph Co. ld v West India and Panama Telegraph Co. ld 1898 C 508 March 23  
 Ingle v Vaughan Jenkins 1899 I 2,036 March 28  
 Armstrong v Garrett 1899 A 375 March 30  
 Bake v Lucas 1900 B 8 April 3  
 Cox v Earl of Dudley's Round Oak Works, ld 1899 C 1,993 April 6  
 Newbridge Rhondra Brewery Co. ld v Evans 1899 N 1,716 April 7  
 Williams v Watkin 1900 W 217 April 9  
 In re Birch Birch v Birch 1899 B 2,615 April 10  
 The Manchester Ship Canal Co v Manchester Racecourse Co. ld 1899 M 3,423 April 12

## SECOND SCHEDULE.

From Mr. Justice KEKEWICH.

British Mutoscope & Biograph Co ld v Nicole Freres ld 1899 B 3,422 Feb 24  
 Paterson v Arnup 1899 P 2,139 March 8  
 Poland v Miller 1899 P 2,181 March 13  
 Willett v Crundall 1899 W 2,775 March 19  
 Sutton v Briggs 1900 S 851 March 19  
 Edwards v Mansell 1900 E 13 March 19  
 King v Smith & Fricker 1899 K 758 March 23  
 Smith & Fricker v King 1899 S 4,123 March 23  
 Greenham v Greenham 1899 G 1,715 March 24  
 Williams v Wyatt Wyatt v Williams 1899 W 3,354 March 27  
 Hay v Northcote 1900 H 360 March 28  
 Llewelyn v Jacob 1900 L 445 March 28  
 Harris v Rosenberg 1900 H 3,470 March 29  
 Smith v Betchley 1899 S 2,797 March 29  
 Deutsche Verlags Anstalt v Nops' Electrotpe Agency 1899 D 659 March 30  
 HALSBURY, C.

Monday, the 30th day of April, 1900.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

## SCHEDULE.

Mr. Justice KEKEWICH (1900—H.—No. 684).

Justiman Heathcote, Edwards Heathcote, James Edwards and Charles D'Oyley Cooper v Hereford & Co (Limited)  
 HALSBURY, C.

Tuesday, the 1st day of May, 1900.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

## SCHEDULE.

Mr. Justice STIRLING (1900—E.—No. 269).

In the Matter of E Bishop & Sons (Limited) Edward Wallace Bishop v E Bishop & Sons (Limited)  
 HALSBURY, C.

## LAW STUDENTS' JOURNAL.

## CALLS TO THE BAR.

The following gentlemen were called to the bar on Wednesday:

LINCOLN'S-INN.—Hussam-ud-Deen; Benjamin C. Forder, Emmanuel Coll., Cambridge; John B. Dyne, jun., King's Coll., Cambridge, B.A.; Heinrich F. von Haast; John R. Innes, Edinburgh University.

INNER TEMPLE.—Harold R. Ward, B.A., Oxford (holder of a Certificate of Honour awarded Hilary Term, 1900); Nigel R. Playfair, B.A., Oxford; Kenneth McL. Marshall, B.A., LL.B., Cambridge; John Wilson, LL.B., Edinburgh; Francis R. Sanderson, B.A., Oxford; John S. Stewart-Wallace, B.A., Oxford; John R. C. Lyons, B.A., Cambridge; Arthur Cinnamond, B.A., Oxford; Arthur G. Blake; and Ernest J. Welfare.

MIDDLE TEMPLE.—Samuel E. Bray, M.A. Honours, Trinity Coll., Dublin; John B. Wood, M.A., Trinity Coll., Oxford; Archibald C. Connell, LL.B., London University, 1st Class Honours; Philip N. Richardson, B.A., Exhibitioner of Pembroke Coll., Oxford; Hamilton Willis, F.R.G.S.; Joseph E. Lilley; William R. P. Russell; Robert N. Green-Armstrong; Julius E. Pitcher; and Henry N. Crouch, LL.B., London University Honours.

GRAY'S-INN.—William C. T. Wilson (formerly a solicitor, certificate of honour C L E., Easter, 1900); Sheikh Mohammed Akbar; Iotim Nath Roy, a member of the Bengal Provincial Civil Service; Edward O'Connor, M.A. (Oxon.), district inspector of Royal Irish Constabulary; Bhai Gurbakh Singh Giyani; Alexander J. Balm; John H. F. Reed, B.A. (London University), clerk in the India Office; and Chaudri Sultan Mohammad Khan, advanced student of Cambridge University.

## LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—May 1.—Chairman, Mr. J. D. A. Johnson.—The subject for debate was: "That the case of *Durent & Co. v. Roberts, Keighley, Maxted, & Co.* (1900, 1 Q. B. 629) was wrongly decided." Mr. A. B. Russell opened in the affirmative, Mr. P. M. C. Hart seconded in the affirmative; Mr. Valentine Ball opened in the negative, Mr. W. M. Pleadwell seconded in the negative. The following member also spoke: Mr. Raisin. The motion was lost by one vote.

## LEGAL NEWS.

## OBITUARY.

Sir GABRIEL GOLDNEY died this week. He was eldest son of the late Mr. Harry Goldney, of Chippenham, Wilts. and formerly practised as a solicitor at Chippenham. From 1865 to 1885 was a Member of Parliament for Chippenham, and in 1880 he was created a baronet.

## APPOINTMENTS.

Mr. WILLIAM HENRY CLAY, barrister, has been appointed Recorder of Hanley, in the place of Mr. Abel John Ram, Q.C., resigned.

Mr. THOMAS ARTHUR BRAMSDON, solicitor, has been elected Member of Parliament for Portsmouth. He was admitted in 1878, and in 1884 was unanimously elected coroner of the borough at the age of 26. He is a magistrate for the borough.

## INFORMATION REQUIRED.

Colonel WILLIAM ALDORTH HOME HARE, R.E., died 29th April, 1900. Any solicitor who prepared a Will for him is requested to communicate with Messrs. Nicholl, Manisty, & Co., 1, Howard-street, Strand, London.

## CHANGES IN PARTNERSHIP.

## DISSOLUTION.

ONESIMUS SMART BARTLETT and WILLIAM PIERPOINT ROBERTS, solicitors, (Bartlett & Roberts), Paignton, Brixham, and Dartmouth. March 25.

[Gazette, May 4.]

## GENERAL.

The new Master of the Rolls was sworn in on Thursday before the Lord Chancellor at the House of Lords, and afterwards took his seat in the Court of Appeal.

Mr. Justice Kennedy, who has been confined to his house by a severe cold, is, says the *Times*, now better, and expects to resume his judicial duties shortly.

Wednesday, the 23rd inst., having been appointed for the observance of her Majesty's birthday in London, the Law Courts will be closed on that day.

The financial resolution upon which to found the Land Registry (New Buildings) (Advances) Bill was agreed to in Committee of the House of Commons on the 3rd inst.

It is announced that Mr. Commissioner Kerr has completed forty-one years judicial service, having been appointed the Judge of the City of London Court on the 6th of May, 1859.

Mr. Justice Bigham, says the *St. James's Gazette*, has been on a journey through Spain and Italy, and has been staying during a portion of the Easter Vacation at Rome. He resumed his judicial duties on Monday last.

Mr. Bosanquet, Q.C., will be entertained by the members of the Oxford Circuit at a complimentary dinner at the Café Royal, Regent-street, on Thursday, the 24th inst., in celebration of his recent appointment as Common Serjeant of the City of London.

The Judicial Committee of the Privy Council resumed their sittings on Tuesday after the vacation. Their first list of causes, says the *Times*, contains ten appeals—viz., from New Zealand three, New South Wales three, North-Western Provinces of India, Bengal, Natal, and Cape of Good Hope, one each. There are also three judgments for delivery.

Mr. Carson's promotion to the post of Solicitor-General for England, says the *Westminster Gazette*, beats the record in two particulars. He is the first holder of the office who has been Solicitor-General for Ireland. He is, moreover, the first Solicitor-General who before his appointment was a member of the Irish Privy Council. The new Solicitor-General will take precedence, except when pleading at the bar, of the new Attorney-General, who is not a Privy Councillor.

The judges (Wright and Channell, JJ.) have fixed the following commission days for the summer assizes on the Midland Circuit—viz.: Aylesbury, Thursday, June 14; Bedford, Monday, June 18; Northampton Thursday, June 21; Leicester, Tuesday, June 26; Oakham, Monday, July 2; Lincoln, Tuesday, July 3; Derby, Tuesday, July 10; Nottingham Monday, July 16; Warwick, Saturday, July 21; Birmingham, Friday July 27.

Mr. Joseph Davis, the senior associate of the Queen's Bench Division, has, says the *Daily Telegraph*, resigned his office in consequence of failing health, after a service of thirty-four years. Mr. Davis was a well-known personage both at the old Law Courts at Westminster and in the present edifice in the Strand. He was the official who had charge of the papers during the two trials of the Tichborne claimant, and was the associate at the *Belt v. Lances* and other celebrated trials.

The following are the circuits chosen by the judges for the ensuing summer assizes—viz.: North Wales Circuit, the Lord Chief Justice; South Wales, Mr. Justice Grantham; South-Eastern, Justices Mathew and Bigham (the latter going the first half and the former the second part); Oxford, Justices Day and Bucknill; Midland, Justices Wright and Channell; Northern, Justices Wills and Phillimore; Western, Justices Lawrance and Kennedy; North-Eastern, Justices Bruce and Ridley.

At Bow-street police-court on Saturday, Thomas Boulton Sismey, solicitor (of the firm of Keighley, Arnold, & Sismey, late of Lincoln's-inn-fields), was charged, on a warrant, with conspiring with Mr. J. T. Arnold, between January, 1897, and December, 1899, to defraud Mrs. Jane Clarke, a widow, of her money and valuable securities. Mr. Williamson, of the Treasury, who prosecuted, said that as the prisoner was only arrested that morning he would on this occasion call evidence of arrest merely. Detective-sergeant M'Carthy, of Scotland Yard, said that at 9.30 that morning he went with Detective-sergeant Kyd to the prisoner's address in Piccadilly, and there arrested him on this warrant. The prisoner replied "Very well," and was then taken to Bow-street, and charged. Witness took possession of a large number of letters and papers at the prisoner's house, but he had not yet had time to examine them. Sir F. Lushington said that he could not grant bail at the present stage of the case, and the prisoner was remanded in custody.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice STIRLING.	Mr. Justice KEKKEWICH.
Monday, May ..... 14	Mr. Pugh	Mr. Lavin	Mr. King
Tuesday ..... 15	Beal	Carrington	Farmer
Wednesday ..... 16	Pugh	Lavin	King
Thursday ..... 17	Beal	Carrington	Farmer
Friday ..... 18	Pugh	Lavin	King
Saturday ..... 19	Beal	Carrington	Farmer

  

Date.	Mr. Justice BYRNES.	Mr. Justice COZENS-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.
Monday, May ..... 14	Mr. Leach	Mr. Pemberton	Mr. Church	Mr. Carrington
Tuesday ..... 15	Godfrey	Jackson	Greswell	Lavin
Wednesday ..... 16	Leach	Pemberton	Church	Beal
Thursday ..... 17	Godfrey	Jackson	Greswell	Pugh
Friday ..... 18	Leach	Pemberton	Church	Godfrey
Saturday ..... 19	Godfrey	Jackson	Greswell	Leach

## COURT OF APPEAL.

## EASTER SITTINGS, 1900.

(Continued from p. 437.)

## FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1900.

In re C Turner, gent (one, &c) appl of C Turner from order of Mr Justice Kekewich, dated Feb 23, 1900 March 17  
 Birmingham Breweries ld v Tompson appl of debt from order of Mr Justice Kekewich, dated Feb. 16, 1900 March 17  
 Hawtre v Bleackley appl of pliff from order of Mr Justice Cozens-Hardy, dated Dec 20, 1899 March 19  
 In re The Durham Miners Assoc Watson v Cann appl of debt T. Richardson from order of Mr Justice Cozens-Hardy, dated Feb 8, 1900 (produce order) March 19  
 Gedge v Bartlett appl of pliff from order of Mr Justice Buckley, dated Jan 29, 1900 March 20  
 Rucker v The London Electric Corporation ld appl of pliff from order of Mr Justice Farwell, dated Feb 12, 1900 March 20  
 Stainton v Richardson appl of pliff from order of Mr Justice Kekewich, dated Jan 25, 1900 March 21  
 Kidson v Paddon appl of debt J. Paddon from order of Mr Justice Buckley, dated March 5, 1900 (produce order) March 23  
 Tyrer v Marshall appl of debts from order of Mr Justice Kekewich, dated Feb 27, 1900 March 24  
 Presto Gear Case & Components Co ld v Orme, Evans, & Co ld appl of debts from order of Mr Justice Farwell, dated Feb 22, 1900 March 26  
 The Saccharin Corpn ld v The Chemical & Drugs Co ld appl of debts from order of Mr Justice North, dated Dec 9, 1899 (produce order) March 27  
 In re Harvey Harvey v Harvey appl of pliff, Richard Baker Gabb, from order of Mr Justice Kekewich, dated March 13, 1900 (pr.duce order) March 27  
 The London General Omnibus Co ld v Lavell appl of debt from order of Mr Justice Farwell, dated March 3, 1900 (produce order) March 27  
 In re the Lands & Trust Co of Florida, ld & Co's Acts, 1862 to 1898, and Joint Stock Co's Arrangement Act, 1870 appl of Land & Trust Co of Florida and J E Hodges from order of Mr Justice Wright, dated March 14, 1900 (produce order) March 27  
 In re the Companies' Act, 1862 to 1890, and In re the London Contract Co ld appl of C H Bull and anr from order of Mr Justice Wright, dated March 14, 1900 March 28  
 In re the Companies' Act, 1862 to 1890, and In re the Bank of Syria ld appl of John Owen and anr from order of Mr Justice Wright, dated March 7, 1900 March 28  
 In re the Same, &c appl of G S Barnes from order of Mr Justice Wright, dated March 7, 1900 March 28  
 In re the Same, &c appl of G S Barnes from order of Mr Justice Wright, dated March 7, 1900 March 28  
 In re a Contract between S B Berington and ors and South-Eastern Ry Co and Vendor and Purchasers Act, 1874 appl of South-Eastern Ry Co from order of Mr Justice , dated June 30, 1899 March 28

Hawkes v Leyton Urban District Council appl of debts from order of Mr Justice Buckley, dated Feb 28, 1900 (produce order) March 30  
 In re Hancock Watson v Watson appl of debt, K Hancock & ors, from order of Mr Justice Byrne, dated March 3, 1900 April 3  
 E Wolff & Son v Nopitsch appl of pliffs from order of Mr Justice Cozens-Hardy, dated March 13, 1900 (produce order) April 3  
 Tebb v Cave appl of debt from order of Mr Justice Buckley, dated Feb 15, 1900 (produce order) April 5  
 The Music & Arts Corpn ld v Duncan appl of debt from order of Mr Justice Farwell, dated Feb 7, 1900 (produce order) April 7  
 Watts v Driscoll appl of debt, D Driscoll, from order of Mr Justice Farwell, dated March 13, 1900 April 10  
 The Saccharin Corpn ld v The Anglo-Continental Chemical Works ld appl of debts, Anglo-Continental Chemical Works ld, from Mr Justice Buckley, dated April 6, 1900 (produce order) April 11  
 In re Wellborne (two, &c.) appl of C E Wellborne & anr from order of Mr Justice Kekewich, dated March 23, 1900 (produce order) April 11  
 In re Wright Wright v Saunderson appl of J H Gibson from order of Mr Justice Kekewich, dated April 4, 1900 (produce order) April 12  
 The Saccharin Corpn ld v The Anglo-Continental Chemical Works ld appl of debt, R Reitmeyer, from order of Mr Justice Buckley, dated April 6, 1900 (produce order) April 12  
 Daly v Edwards, and Barrington v Edwards appl of debt, G Edwards, from order of Mr Justice Kekewich, dated March 2, 1900 (produce order) April 12

## FROM THE QUEEN'S BENCH DIVISION.

## For Hearing.

## (Final List.)

1900.

Landauer & Co v St Paul's Fire & Marine Insee Co appl of pliffs from judgt of Mr Justice Bigham, dated Dec 19, 1899, at trial without a jury, Middlesex Jan 3  
 R Gordon v The Commissioners of Inland Revenue (Revenue Side) appl of Robert Gordon from judgt of Justices Darling and Channell, dated Dec 13, 1899 Jan 9  
 Brown v Peto appl of pliffs from judgt of Mr Justice Bigham, dated Dec 21, 1899, at trial without a jury, Middlesex Jan 11  
 Godman v Moses (Crown Side) appl of debt from judgt of Justices Darling and Channell, dated Dec 20, 1899 Jan 16  
 A H Brown v The Commissioners of Inland Revenue (Revenue Side) appl of pliff from judgt of Justices Darling and Channell, dated Dec 13, 1899 Jan 18  
 Forrest & Son ld v Aramayo appl of debts from judgt of Mr Justice Bucknill, dated Jan 16, 1900, at trial without a jury, Middlesex Jan 26  
 Short v Foss appl of debts from judgt of Mr Justice Lawrence, dated Oct 28, 1899, at trial without a jury, Middlesex (security ordered) Jan 27  
 Herzberg v Robinson appl of debts from judgt of Mr Justice Phillimore, dated Jan 18, 1900, at trial without a jury, Middlesex Jan 30  
 Sissons v Whittaker appl of pliff from judgt of Mr Justice Wright, dated Dec 20, 1899, at trial without a jury, Leeds Jan 30  
 The Yatradyfodwg & Pontypridd Main Sewerage Board v The Assessment Committee of The Newport Union & Overseers of the Parish of Rumney appl of respts from judgt of Justices Channell and Bucknill, dated Jan 17, 1900 Jan 31  
 Evans v Adeane appl of debt from judgt of Justices Channell and Bucknill, dated Jan 23, 1900 Jan 31  
 Rich v Cook (expte Costerton) appl of P S Costerton from judgt of Mr Justice Darling, dated Jan 25, 1900, at trial with common jury, Middlesex Feb 5  
 Solomon v Palgrave & Co appl of pliff from judgt of Mr Justice Phillimore, dated Jan 22, 1900, at trial without a jury, Middlesex Feb 5  
 Stewards v The Queen (In re The Petition of Right) appl of The Attorney-Gen from judgt of Mr Justice Day, dated Jan 23, 1900, at trial without a jury, Middlesex Feb 6  
 Saffery v Mayer appl of debt from judgt of Mr Justice Darling, dated Jan 27, 1900, at trial without a jury, Middlesex Feb 7  
 Griffiths v The London, Edinburgh & Glasgow Assoc Co ld (Crown Side) appl of debts from judgt of Justices Channell and Bucknill, dated Feb 7, 1900 (and notice of contention by pliff dated March 12, 1900. Feb 16  
 Girdlestone v Cathcart, Mary appl of debt from judgt of Mr Justice Bigham, dated Jan 30, 1900, at trial without a jury, Middlesex Feb 20  
 Monti v Barnes appl of pliff from judgt of Mr Justice Bigham, dated Feb 15, 1900, at trial without a jury, Middlesex Feb 20  
 Thomas Wood ld v Walter Wood appl of pliffs from judgt of Mr Justice Ridley, dated Feb 13, 1900, at trial without a jury, Middlesex Feb 21  
 Puttacken v Shedlock appl of debt from judgt of Mr Justice Day, dated Feb 14, 1900, at trial without a jury, Middlesex Feb 22  
 Wilson Bros Bobbin Co ld and anr v Wilson & Co, Barnaley, ld appl of debts from judgt of Mr Justice Bruce, dated Jan 27, 1900, at trial without a jury, Middlesex Feb 23  
 Cadbury, Jones & Co ld & A Tuck, pliffs v Flatau & Co ld, claimants (Crown Side) appl of claimants from judgt of Justices Channell and Bucknill, dated Feb 15, 1900 Feb 23  
 The Farnham Flint, Gravel & Sand Co ld, applicants, v The Guardians of the Poor of the Farnham Union, respts (Crown Side) appl of respts from judgt of Justices Channell and Bucknill, dated Feb 14, 1900 Feb 23

- Mercantile Bank Ltd v Bridgewater and anr* appl of Bridgewater from judgt of Mr Justice Darling, dated February 16, 1900, at trial without a jury, Middlesex Feb 24
- Upperton v Sir Matthew White Ridley and anr* appl of plttf Upperton from judgt of Justices Channell and Bucknill, dated Feb 15, 1900 Feb 28
- In the Matter of Property chargeable with Estate Duty on the death of John Scott, junr, and in the Matter of the Finance Act, 1894 (Revenue Side)* appl of petitioners from judgt. of Justices Darling and Channell, dated Dec 15, 1899 Feb 28
- Walker v London* appl of deft from judgt of Mr Justice Lawrance, dated Feb 8, 1900, at trial, Birmingham March 1
- Bentham Hemp Spinning Co Ltd v The Union Bank of Manchester* appl of defts from judgt of Mr Justice Phillimore, dated Feb 5, 1900, at trial without jury, Manchester March 3
- Manhattan Brass Co, &c v Gamage* appl of plttfs from judgt of Mr Justice Bigham, dated Dec 12, 1899, at trial without jury, Middlesex March 6
- Ebbw Vale, Co v Blaina Iron Co.* appl of plttfs from judgt of Mr Justice Kennedy, dated Feb 6, 1900, at trial without jury, Middlesex March 8
- Hassan v National Union Society Ltd* appeal of defts from judgt of Mr Justice Kennedy, dated Feb 26, 1900, at trial without jury, Middlesex March 10
- Parsons v New Zealand Shipping Co* appl of plttf from judgt of Mr Justice Kennedy, dated Feb 26, 1900, at trial without jury, Middlesex March 12
- Allen v Wingrove* appl of deft from judgt of Mr Justice Ridley, dated Feb 23, 1900, at trial without jury, Middlesex March 13
- Mayne v Scottish Imperial Inace Co* appl of plttf from judgt of Mr Justice Kennedy, dated Feb 10, 1900, at trial with special jury, Swansea March 14
- Bancroft & Thompson v Heath* appl of plttfs from judgt of Mr Justice Mathew, dated Jan 15, 1900 (Commercial List), at trial, Middlesex March 16
- Basden v Regan* appl of plttf from judgt of Mr Justice Wright, dated March 10, 1900 March 17
- Ide & Christie v Chalmers & White* appl of plttf from judgt of Mr Justice Kennedy, dated Feb 26, 1900, at trial without jury, Middlesex March 19
- The Council of the Pharmaceutical Society of Great Britain v White* appl of plttfs from judgt of Justices Grantham and Channell, dated Jan 16, 1900 March 20
- Fisher v Plumbly* appl of plttf from judgt of Mr Justice Kennedy, dated March 12, 1900, at trial without jury, Middlesex March 24
- Bennett, Sharp & Co v Turner (Beckford, 3rd party)* appl of 3rd party from judgt of Mr Justice Lawrance, dated March 20, 1900, at trial without jury, Middlesex March 29
- Carter v Hart* appl of deft from judgt of Mr Justice Grantham, dated March 24, 1900, at trial, Middlesex March 30
- Yeatman v Walker & anr* appl of plttf in person from judgt of Mr Justice Phillimore, dated March 26, 1900, at trial without jury, Middlesex March 30
- J T Chambers v Harrop Goldthorpe (Crown Side)* appl of deft from judgt of Justices Channell and Bucknill, dated Feb 5, 1900 March 31
- The Rhymney Ry Co v The Great Western Ry Co (Railway & Canal Commission)* appl of Rhymney Ry Co from judgt of Mr Justice Wright, Sir F Peel, and Viscount Cobham, dated March 19, 1900 April 2
- Allen v McDowall* appl of plttf from judgt of Mr Justice Grantham, dated March 10, 1900, without a jury, Middlesex April 5
- The Crays Gas Co v The Bromley Gas Consumers' Co* appl of defts from judgt of Mr Justice Bucknill, dated March 14, 1900, without a jury, Middlesex April 6
- Restell & ors v Nye* appl of plttfs from judgt of Mr Justice Mathew, dated Jan 23, 1900, without a jury, Middlesex April 9
- Jones v Jones* appl of deft from judgt of Mr Justice Bucknill, dated March 31, 1900, without a jury, Cardiff April 10
- London & Provincial Bank Ltd v Whittaker, Creke, & Anderson* appl of deft Creke from judgt of Mr Justice Channell, dated March 22, 1900, special jury, Glamorgan April 11
- Lealie & Co Ltd v The Managers of the Metropolitan Asylum District* appl of plaintiffs from judgt of Justices Bigham & Phillimore, dated April 2, 1900 April 12

#### FROM THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (ADMIRALTY).

For Hearing.

(With Nautical Assessors.)

1900.

- Philadelphian* 1899 Folio 399 & 402 (damage) Owners of Ella Sayer v Owners of *Philadelphian* appl of defts from judgt of Mr Justice Bucknill, dated Dec 18, 1899 Jan 12
- Orizaba* 1899 Folio 513 (damage) Clan Line Steamers, Ltd (owners of the SS. Clan Mackay) v The Owners of the SS. Orizaba and Freight appl of defts from judgt of Mr Justice Bucknill, dated Dec 11, 1899 Jan 17
- HMS Sanspareil* 1899 Folio 546 (damage) James Boyd v George H S Potter appl of defts from judgt of Mr Justice Barnes, dated March 1, 1900 March 13
- Argo* 1899 Folio 574 Owners of Batavia v Owners of SS Argo appl of defts from judgt of The President, dated March 9, 1900 March 24

#### FROM THE QUEEN'S BENCH DIVISION.

(Interlocutory List.)

1899.

- Oppenheimer v Robinson South African Banking Co.* appl of defts from order of Mr Justice Kennedy, dated Jan 25, 1900 (s.o. not before May 7) Feb 3
- The Queen v The Chief Registrar of Friendly Societies (ex pte Evans), Crown Side* appl of C R Evans from order of Justices Channell & Bucknill, dated Jan 22, 1900
- The Queen v James Sheil, Esq, magistrate (Met Police) & Messrs Shewin Bros (Crown Side)* appl of the London County Council from order of Justices Channell & Bucknill, dated Feb 1, 1900 Feb 14
- William Evans, applt v The Licensing Justices for the Division of Conway, in the County of Carnarvon (Crown Side)* appl of applt from Justices Channell & Bucknill, dated Feb 9, 1900 Feb 17
- In re an Indenture of Mortgage*, dated Feb 20, 1882, between John Jackson & Joseph Scholes v John Taylor Barratt & Jane Jackson applt of J T Barratt & J Jackson from order of Justices Channell & Bucknill, dated Feb 15, 1900 March 2
- In re Arbitration Act, 1899, and In re The Dispute between Vanderspar & Co v Cooper Cooper & Johnson Ltd* appl of Cooper & Co from order of Mr Justice Mathew, dated March 7, 1900 (s.o. or award to be stated), by order March 19, 1900 March 10
- Hill End Consols v Williamson* appl of plttf from order of Mr Justice Mathew, dated March 8, 1900 March 14
- Hitchcock v Highton* appl of plttf from order of Mr Justice Mathew, dated March 16, 1900 part heard March 20
- Fumelessite Ltd v Felham Clinton* appl of deft from order of Mr Justice Mathew, dated March 16, 1900 (s.o. till after examination of witnesses) March 20
- The Leeds Joint Stock Bank, Ltd, & The London and Northern Bank, Ltd v F E Beaumont & Co* appl of defts from order of Mr Justice Mathew, dated April 2, 1900 April 6
- Harris v Lowenfeld* appl of deft from order of Mr Justice Ridley, dated April 6, 1900 April 11
- Davidson v Puppelt* appl of deft from order of Mr Justice Kennedy, dated April 9, 1900 April 11
- Williams v Harmsworth* appl of deft from order of Mr Justice Ridley, dated April 6, 1900 April 12

#### FROM COUNTY COURT.

In re The Workmen's Compensation Act, 1897.

1899.

- In the Matter, &c Timmins v The Leeds Forge Co Ltd (Crown Side)* appl of defts from award of County Court (Leeds), dated June 19, 1899 (remitted to County Court Judge to find further facts, Feb 3, 1900) July 4
- In the Matter, &c Rees v Richard (Crown Side)* appl of plttf from award of County Court (Swansea), dated June 21, 1899 (security ordered) July 12
- In the Matter, &c Dolan v Chadron Bros (Crown Side)* appl of applicant from award of County Court (Kent, Tonbridge), dated Oct 13, 1899 part heard (s.o. for County Court Judge to certify as to facts) Nov 3
- In the Matter, &c Hainsborough (adm., &c), Applicant v Ralli Bros, Repts (Crown side)* appl of respts from award of County Court (Lancashire, Liverpool), dated Oct 23, 1899 (security ordered) Nov 9

1900.

- In the Matter, &c Martha Losh, Applicant v Richard Evans & Co, Ltd, Respts (Crown Side)* appl of applicant from award of County Court (Lancashire, St Helens, Widnes), dated Jan 10, 1900 (security ordered) Jan 31
- In the Matter, &c William Henry Rendall, Applicant v Hill's Dry Dock Co, Ltd, Respts (Crown Side)* appl of respts from award of County Court (Glamorganshire, Cardiff), dated Feb 8, 1900 Feb 24
- In the Matter, &c Tom Haddock, Applicant v Fisher & Sons, Respts (Crown Side)* appeal of applicant from award of County Court (Monmouthshire, Chepstow), dated Feb 5, 1900 Feb 26
- In the Matter, &c William Reeve, Applicant v The Birmingham Corrugated Iron Co, Ltd, Respts (Crown Side)* appl of respts from award of County Court (Warwickshire, Birmingham), dated Feb 14, 1900 March 7
- In the Matter, &c Frances Turnbull, Applicant, v Lambton Collieries, Ltd, respts (Crown Side)* appl of respts from award of County Court (Durham), dated Feb 10, 1900 March 14
- In the Matter, &c Jane Percival (widow) and Annie Percival (spinster), applicants, v John Garner, respt (Crown Side)* appl of respt from award of County Court (Lancashire, Liverpool), dated March 2, 1900 March 12
- In the Matter, &c George Buckley, Applicant v Locke & Co, Ltd, respts (Crown Side)* appl of respts from award of County Court (Yorkshire, Wakefield), dated Feb 27, 1900 March 28
- In the Matter, &c William Penny and Ruth Penny, his wife, applicants v Vicars, Son, & Maxim, Ltd, respts (Crown Side)* appl of applicants from award of County Court (Yorkshire, Sheffield), dated March 9, 1900 April 3
- In the Matter, &c Hepburn & Co, applicants v Hewitt, respts (Crown Side)* appl of applicants from award of County Court (Kent, Dartford), dated March 30, 1899 April 10

N.B.—The above list contains Chancery, Palatine, and Queen's Bench Final and Interlocutory Appeals set down to 12th of April, 1900.

## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.

EASTER SITTINGS, 1900.

(Continued from p. 416.)

Chancery Causes for Trial or Hearing.  
(Set down to April 12, 1900, inclusive.)

Before Mr. Justice STIRLING.

Causes for Trial (with Witnesses).  
 Ingle v Vaughan Jenkins act  
 Armstrong v Jarrett act  
 Bake v Lucas act & counterclaim  
 Cox v Earl of Dudley's Round Oak Works Id act  
 Newbridge Rhondda Brewery Co Id v Evans act  
 Williams v Watkin act  
 Reading Tramways Co Id v Mayor, &c. of Reading act (pleadings to be delivered)  
 In re Birch Birch v Birch act  
 Trustee of J E Borland, &c v Steel Bros & Co Id act (pleadings to be delivered)  
 Manchester Ship Canal Co v Manchester Racecourse Co Id act

Causes for Trial (without Witnesses and Adjourned Summonses).

In re The Patent Colour Printing Alliance Id Armstrong v The Patent Colour Printing Alliance Id adjd summs (restored)  
 In re Bentinck Chaplin v Ellis adjd summs  
 In re Davies Morgan v Davies adjd summs  
 In re Abbott Smith v Abbott adjd summs  
 In re Pearson Pearson v Lowe adjd summs  
 In re Topham Wright v Smith adjd summs  
 In re Hulme Hulme v Hulme adjd summs  
 Gracie v Kidson adjd summs (expte S L Dinkelpiel)  
 Same v Same (expte W Dinkelpiel)  
 In re Vile Vile v Stannard adjd summs  
 In re Alms Corn Charity Charity Commrs v Bode adjd summs  
 In re Franklin Franklin v Beales adjd summs  
 In re Brown Brown v Brown adjd summs, dated Feb 23, 1898  
 In re Same Same v Same adjd summs  
 In re Lyons' Brewery, &c, Co The Brewers & General Fire Insce & Guarantee Corpn Id v Lyons' Brewery, &c, Co adjd summs  
 In re Green Jaques v Green adjd summs  
 In re Wright Spencer v Wright adjd summs  
 Ainsworth v Wilding adjd summs  
 In re Roberts Lewis v Pritchard adjd summs  
 In re Vyvyan Gray v Vyvyan adjd summs  
 In re Cullerne Archer v Rutter question adjd into court  
 J F Timms & Co Id v Timms adjd summs (procedure April 25)  
 In re Hall Hall v Hall adjd summs

Further Consideration.

In re Barclay Barclay v Andrew fur con

Before Mr. Justice KEKEWICH.

Causes for Trial (with Witnesses).  
 In re Vickers Vickers v Vickers act  
 Paterson v Arnup act and m f j  
 Poland v Miller act and counterclaim  
 Willett v Crundall act

Sutton v Briggs act (pleadings to be delivered)

Edwards v Mansell act  
 King v Smith & Fricker act Smith & Fricker v King act to be heard together  
 Greenham v Greenham act  
 Lockie & Co v Alconbury Shipping Co Id act (points to be delivered)  
 Williams v Wyatt Wyatt v Williams act & counterclaim  
 Hay v Northcote act & m f j  
 Llewellyn v Jacob act (Swansea D R)  
 Harris v Rosenberg act  
 Smith v Betchley act  
 Deutsche Verlags Anstalt v Nops' Electrotyp Agency act  
 Hall v Duke of Norfolk act  
 Wells v Holgate act  
 Wyler v Ibo Investment Trust Id act  
 Osborn v Stuckey act  
 Teague v Stanford act, counterclaim, & m f j (April 24)  
 Were v Palmer act (Exeter D R)  
 Harker v Wilks act  
 Marshalls Id v Chameleon Patents Manufacturing Co Id act Chameleon Patents Manufacturing Co Id v Marshalls Id act to be heard together (by order)  
 Pegge v Kellett act without pleadings

Adjourned Summonses.

In re Bond Panes v Attorney-Gen  
 In re Willson Litchfield v Marsdon  
 In re Charles Turner, a Solr, &c. (restored)  
 In re Wilson Wilson v Nicol  
 In re Godwen Austen Tweedie v The Rock Life Asce Co  
 In re Clemow Yeo v Clemow  
 In re Brougham Brougham v Brougham  
 Brown v Aldritt  
 In re Kurtz Kurtz v Layton  
 In re Barnichson Troup v De B. er  
 In re Macon Ogden v Mason  
 Parsons v Masters  
 Caton v Malche  
 In re McCann & The Public Offices (Westminster) Site, Act, 1896  
 In re Price Smith v Price  
 Seaman v Houghton

Further Considerations.

In re Eldridge Eldridge v Eldridge  
 Woolnough v Eldridge fur con in second act adjd from Chambers  
 In re Frith Newton v Rolfe fur con part heard (ordered to stand over on Nov 17 until summs ready) and adjd summs

Before Mr. Justice WRIGHT.  
 (Sitting as an additional Judge of the Chancery Division.)  
 Companies (Winding-up).  
 Chancery Division.

Worsleys Id Worsley v Worsleys Id (for delivery up of documents by O H Wade)  
 Milward v Avil & Smart Id (on claim of Lloyd's Bank)

Before Mr. Justice BYRNE.

Causes for Trial (with Witnesses).  
 White v Duckworth & Co act (pleadings to be delivered)  
 Longbottom v Law act  
 W Marshall & Co Id v A H Bull Id act

In re Smithies Eastwood v Whitaker adjd summs entered in Witness List (s o until summs disposed of)  
 Geer v Geer act without pleadings  
 Nurdin and Peacock v Williams act without pleadings  
 Born v Turner act  
 British Workman's & General Asce Co Id v Balshaw act (pleadings to be delivered)  
 Ward v Hana act  
 Lyon Hughes act (security ordered)  
 Wackett v Cruickshank act  
 Weir v Van Tromp act  
 Gilling v Gilling act (pleadings to be delivered)  
 Northcroft v Pridaux act (amended pleadings to be delivered)  
 Read v Read act (pleadings to be delivered)  
 Hill v Dodd act and m f j  
 Burroughes v Equitable Life Asce Soc act  
 In re Edwards Fieldings Id v Franklin act  
 In re Brown Brown v Brown act and m f j  
 Mackley v Fletcher act  
 The Britannia Works Co Id v The Iford Gas Co act (pleadings to be delivered)  
 Wotton v Smith act  
 Cleland v Jewell act and m f j  
 Wild v Greet act  
 Sawrey v Woven Leather Machine Belting Co Id act

Causes for Trial (without Witnesses) and Adjourned Summonses.

In re Clarke Clarke v Clarke adjd summs  
 In re Tibbs Price v Pereira adjd summs  
 In re B Thomas' Estate adjd summs  
 Trevor v Campbell adjd summs  
 In re Earl Somers' Settled Estates adjd summs  
 In re Viscount Clifden Clifden v Annaly adjd summs  
 In re Bone Negus v Winterbotham adjd summs  
 In re Egerton & Tucker's Contract adjd summs  
 In re Silvani Alexander v Butler adjd summs  
 In re Gill Blade v Harman adjd summs  
 In re Arden Boden v Rackham adjd summs  
 In re Peel Adney v Haworth adjd summs  
 In re Camp Camp v Dagg adjd summs  
 Allman v Schmarr adjd summs  
 In re Covey Covey v Covey adjd summs  
 In re Marshall & Salt & V & P Act, 1874 adjd summs  
 In re Ponsford Toller v Ponsford adjd summs  
 In re Quicke adjd summs  
 In re Walker Atkin v Walker adjd summs  
 In re Kempthorn & Settled Land Acts adjd summs  
 In re Burmester Hodgson v Hodgson adjd summs  
 In re Thorp Watson v Low adjd summs  
 In re Wrentmore Davies v Wilcocks adjd summs  
 In re Hayes Turnbull v Hayes adjd summs  
 British Workman's & General Assurance Co Id v Balshaw (procedure) adjd summs  
 Further Considerations.  
 In re Turner De la Faille des Essarts v Harrison fur con

Before Mr. Justice COLEMAN-HARDY.  
 Causes for Trial (with Witnesses).  
 Small v Bourne Brewery Co Id act

In re Gregory Hodson v Gregory act  
 Wilson v Durham act (pleadings to be delivered)  
 Harrison v Pybus act  
 Shaw v Johnson, Cole, Brier, &c Id act  
 Marsh v Carter act  
 Hoare v London and South Western Ry Co act  
 Lilley v Pearce act  
 Raymondo v Power act  
 Story v Williams act  
 Barham v Evered act  
 In re The Gullewa Gold Mines Id Keating v Gullewa Gold Mines Id act  
 In re the Application of the Formalin Hygienic Co Id for Registration of Trade Mark, No. 215,816 and Patents, &c., Acts motn entered in Witness List  
 Jeffery v Mumford act  
 Municipal Permanent Investment Building Soc v Harris act  
 Dunning v Grosvenor Dairies Id act

Causes for Trial (without Witnesses) and Adjourned Summonses.

In re Humbley & Maule's Contract & V & P Act, 1874 adjd summs  
 In re Lockwood Gardiner v Attorney-Gen adjd summs  
 Baker v Baker-Forster (to vary) adjd summs  
 Same v Same (payment of income) adjd summs  
 In re Pitt Everest v Haslett adjd summs  
 In re Benakin's Watford Brewery Id Benakin's Watford Brewery Id v Dashwood adjd summs  
 In re O'Connor O'Connor v O'Connor (to vary order) adjd summs  
 In re Same Same v Same (for further payment) adjd summs  
 In re Vallance Livesay v Vallance (pltf's) adjd summs  
 In re Same Same v Same (def'ts) adjd summs  
 In re Chapman Newbery v Chapman adjd summs  
 Shepherd v Streeter m f j (short)  
 Barnett v White adjd summs  
 In re Blake & Reynolds & V & P Act, 1874 adjd summs  
 Davies v Evans m f j (short)  
 The Real Estates Corpn of London, Id v Alliance Trading Co, Id m f j  
 In re Bowes Earl of Strathmore v Vane adjd summs  
 Richardson v Attorney-Gen act  
 In re Chant Chant v Lemon adjd summs

Further Considerations.

In re Rump Sewell v Eaton fur con adjd from Chambers and adjd summs  
 In re Hutchinson Campbell v Clanchy fur con adjd from Chambers and two summs to vary Master's certificate

Before Mr. Justice FARWELL.

Causes for Trial (with Witnesses).  
 Cock v Parkin act  
 Chivers & Son v Chivers & Co Id act  
 Clark v Clark act (s.o. May 3)  
 Bunge v Higgingbottom & Co Id act (security ordered March 29)  
 The Jandus Arc Lamp & Electric Co Id v Johnson act & counterclaim  
 Stretch v North Staffordshire Ry Co act  
 Kerr v Sarsons act  
 Selkirk v Butler act (Manchester D.R.)

Frankenburg v D Moseley & Sons  
act  
Wilson v Wilson act (heard for  
Mr Justice Stirling)  
In re Wilson Wilson v Wilson  
adjd sums (heard for Mr Justice  
Byrne)

Before Mr. Justice BUCKLEY.  
Causes for Trial (with Witnesses).  
Dunlop Pneumatic Tyre Co ld v  
Wapshare Tube Co act pthd  
Ackerman v Smallpeice act  
The Consolidated Newspapers ld v  
The Echo ld act  
Welfare v Collins act  
Knight v Phillips act  
Day v Riley & Whittaker act for

trial and motion in Re Day's Trade  
Mark, &c, by order, dated Jan 26,  
1900

Roberts v Wood act  
In re E Thomas Thomas v Thomas  
act  
Towns v Tynemouth Permanent  
Benefit Building Soc act (plead-  
ings to be delivered)  
Coles v Whitehead act  
In re Knapp Tarver v Tarver act  
for trial and m f j  
Saffery v Bullard Cigar Machine  
Syndicate ld act  
Grierson v Abraham act  
Grierson v Abraham act (trans-  
ferred from Q. B. Division)

## THE PROPERTY MART.

### SALES OF THE ENSUING WEEK.

May 16.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—Freehold Town  
House, close to Hyde Park Corner and Albert Gate, fitted with the latest improve-  
ments. Solicitors, E. M. Lazarus, Esq., and Isadore Goldman, Esq., both of London.  
—Freehold and Leasehold Investments at Ponder's End and St. Margaret's. Solicitors,  
Messrs. Finch & Turner, London.—A Weekly Estate of 23 Houses, a Beershop, and  
Leasehold Ground-rents, all near Wandsworth-road. Freehold Ground-rents,  
amounting to £183 per annum, secured upon property at Wimbledon and Norwood.  
Solicitor, H. K. HONEY, Esq., London.—Freehold Investments in Belgavia and  
Battersea, with valuable Ground-rents. Solicitors, Messrs. Oldfield, Bartram, & Old-  
field, London. (See advertisement, this week, back page.)

May 17.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

### REVERSIONS:

To a Moiety of £5,414 2½ Consols; gentleman aged 49. Solicitors, Messrs. Kays  
& Jones, London.  
To a Trust Estate of £22,000, secured upon Freehold in Manchester; gentleman  
aged 57 and lady aged 63; with policy. Solicitors, Messrs. Casson Perrott-  
Smith & Co., London.  
To One-third of Freehold Property at Taplow, of the value of £15,600. Solicitors,  
Messrs. Cree & Son, London.  
To One-twenty-fourth of Copyhold Property at Pinner, producing £533 per  
annum; lady aged 89, provided a gentleman aged 45 survives. Solicitors,  
Messrs. Colyer & Colyer, London.  
To One-fifth of a Legacy of £3,000; lady aged 83, provided gentleman aged 37  
survives her. Solicitors, Messrs. Westhorp, Cobbold, & Ward, Ipswich.

### DEBENTURE BOND FOR £2,200.

POLICIES:  
For £2,000. Solicitors, Messrs. Evans, Foster, & Wadham, London.  
For £1,000.  
For £1,000. Solicitors, Messrs. Morley, Shireff, & Co., London.  
SHARES in Senger, Evans, & Co. (Ltd.) Solicitor, Arthur Gillman, Esq., London.  
Other Shares, &c.  
(See advertisements, this week, back page.)

### RESULT OF SALE.

Messrs. C. C. & T. MOORE sold at the Mart, on Thursday last: 16, Cable-street, £1,000;  
Turner's-road, Bow, £510; 50, Malmesbury-road, Bow, £290; 30, Conder-street, Lime-  
house, £210; 16 and 18, Aston-street, Limehouse, £400; 35, Lawrence-road, Bow, £310;  
16, Caxton-street, Bow, £255; 81, Morville-street, Bow, £245; Three Plots of Land in  
Walthamstow, £270.

## WINDING UP NOTICES.

London Gazette.—FRIDAY, May 4.  
JOINT STOCK COMPANIES.

### LIMITED IN CHANCERY.

G. K. LITTLEFIELD SYNDICATE, LIMITED—Creditors are required, on or before June 9, to  
send their names and addresses, and the particulars of their debts or claims, to Edward  
Parlow Fick, Craigie Lea, Crecent rd, Liscard, Chester  
HELPMAN & CO, LIMITED—Creditors are required, on or before June 18, to send their  
names and addresses, and the particulars of their debts or claims, to Arthur Stannard  
Chapman, 7 and 8, Ironmonger lane, Kenyon & Bransbury, Ironmonger lane, solors  
for liquidator  
J. H. CALVERT & BROTHERS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before  
June 18, to send their names and addresses, and the particulars of their debts or claims,  
to Joseph Wharton Pollitt, 7, Pall Mall, Manchester. Sale & Co, Manchester, solors  
for liquidator  
JOHN BENNETT & SONS, LIMITED—Creditors are required, on or before June 19, to send  
their names and addresses, and the particulars of their debts or claims, to Frederick  
Daniel Boyden, 2A, St Peter's sq, Manchester. Parkinson & Co, solors to liquidator  
MARRELL & CO, LIMITED—Creditors are required, on or before June 8, to send their  
names and addresses, and the particulars of their debts or claims, to William  
Alfred Slade, 9, Old Jewry church  
NEW ZEALAND COLLIERIES, RAILWAY, AND OIL SYNDICATE, LIMITED (IN VOLUNTARY  
LIQUIDATION)—Creditors are required, on or before May 31, to send their names and  
addresses, together with full particulars of their debts or claims, to Thomas Southcott,  
27 and 28, Old Jewry  
SWANSEA TEMPERANCE HALL CO, LIMITED—Creditors are required, on or before June 9, to  
send their names and addresses, and the particulars of their debts or claims, to Abraham  
Bevan Davies, 58, Wind st, Swansea. Meager & Harris, Swansea, liquidator's solors  
W. J. STEVENS, LIMITED—Creditors are required, on or before June 1, to send their names  
and addresses, and the particulars of their debts or claims, to Stephen Tryon, Albion  
chmbrs, Bristol

### FRIENDLY SOCIETIES DISSOLVED.

OUTLTON TOTAL ABSTAINERS FRIENDLY SOCIETY, United Methodist Free Church School-  
room, Outlton, Yorks. April 28

London Gazette.—TUESDAY, May 8.  
JOINT STOCK COMPANIES.

### LIMITED IN CHANCERY.

BOYD'S SOAP CO, LIMITED—Creditors are required, on or before Tuesday, June 5, to send  
their names and addresses, and the particulars of their debts or claims, to Thomas  
Galland Mellors, King John's chmbrs, Nottingham. Ashwell & Tutin, solors  
for liquidator  
HEWITSON & CO, LIMITED—Creditors are required, on or before May 26, to send their  
names and addresses, and the particulars of their debts or claims, to Harold Clare  
Lewis, 7, Waterloo st, Birmingham. Stubbs, Birmingham, solor to liquidator  
STEAMSHIP ARMATHWAITE CO, LIMITED—Creditors are required, on or before May 21, to

send their names and addresses, and the particulars of their debts or claims, to William  
McGowan and Henry Kitchen, 36, Lowther st, Whitehaven

### FRIENDLY SOCIETIES DISSOLVED.

COUNTRESS OF DUNHAVERN LODGE OF TRUE IVORITES SOCIETY, Six Bells Inn, Coity, Bridgend  
Glam. April 27  
KINGSLEY FRIENDLY SOCIETY, Royal Oak Inn, Kingsley, Stoke on Trent, Staffs. May 1  
LYE WASTE WESLEYAN METHODIST UNION SOCIETY, Schoolroom, Lye Waste Chapel,  
Brierley Hill, Worcester. April 27  
PRESTON DISTRICT OF THE GRAND UNITED ORDER OF ODDFELLOWS FRIENDLY SOCIETY,  
Spread Eagle Inn, Lune st, Preston, Lancs. April 30  
REDDITCH INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED, Alcester st, Redditch, Worcester.  
April 27  
TUDY BENEFIT SOCIETY, Old Angel Inn, Broad st, Marthyr Tyddi, Glam. April 28  
WEST HOATHLEY FRIENDLY SOCIETY, Cat Inn, West Hoathley, East Grinstead, Sussex,  
May 2

TO SOLICITORS, REAL ESTATE OWNERS, AND REPRESENTATIVES.—We obtain  
Best Prices for all Quantities of Second-hand and Defective Rails, Scrap  
Iron, Old Plant, &c. We undertake to SELL for Clients, at a moderate  
commission, or to Purchase outright where necessary, all Iron, Steel,  
and Heavy Goods, Castings, &c. Highest references. Write or wire—  
MORDAUNT LAWSON & CO., Workington, Cumberland (Telegrams: Mor-  
daunt, Workington; Telephone: No. 9), and Branches at Belfast, Bir-  
mingham, Carlisle, London, Liverpool, and Middlesbrough.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before pur-  
chasing or renting a house have the Sanitary Arrangements thoroughly  
Examined, Tested, and Reported upon by an Expert from The Sanitary  
Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, West-  
minster. Fee quoted on receipt of full particulars. Established 23  
years. Telegrams, "Sanitation."—[ADVT.]

## CREDITORS' NOTICES.

### UNDER ESTATES IN CHANCERY.

London Gazette.—FRIDAY, May 4.

### LAST DAY OF CLAIM.

HUNT, JAMES, Liverpool, Gent June 2 Lett v King, Registrar, Liverpool Billon,  
Liverpool  
JENKINS, THOMAS, Trebarris, Glamorgan, retired Innkeeper May 31 Jenkins v Jones,  
Cocena-Hardy, J. Davies, Pontypridd  
LORD, JAMES, Rochdale, Lancaster, Cycle Maker June 2 Leach v Lord, Registrar,  
Manchester Briggs, Manchester  
WILLIAMS, JOHN, Castell Mawr Llanon, Carmarthen, Farmer June 1 Williams v  
Williams, Cocena-Hardy, J. Thomas, Swansea

London Gazette.—TUESDAY, May 8.

HEARN, CHARLES, Duke st, London Bridge, Auctioneer June 1 Hearn v Austin, Byrne,  
J. Mathews, Union Bank chmbrs, Southwark  
HILL, AMELIA JANE, Southsea June 2 Hill v Hill, Stirling, J. Le Brasseur, New st,  
Lincoln's inn

## UNDER 22 & 23 VICT. CAP. 35.

### LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 24.

BABRETT, NATHAN, Peckham May 24 Croft & Mortimer, Coleman st  
BIDDLE, WILLIAM, and SUSANNAH BIDDLE, Birmingham, Licensed Victuallers April 27  
Baker, Birmingham  
BIRCH, JANE, Preston, Grocer May 19 Ward, Preston  
BRADSHAW, JANE ANNABELLA, Bromley, Kent July 21 Fowler, Huntingdon  
BRENNAN, LETITIA, Beck Ferry, Chester May 26 Brown & Co, Southport  
BROWN, ISABELLA, Waterloo, nr Blyth May 28 Charlton, Blyth  
BRUCE, EMILY, Hyde Park sq May 19 Davies & Co, Chesterfield  
BURDEN, HENRY, Chipping Norton, Oxford, Builder June 25 Thos & A E Mace,  
Chipping Norton  
MORTEN, MARY, Piccadilly June 2 Woodroffe & Burgess, New sq  
BURBELL, ANNE NISS, Stanway, Essex June 24 Surridge, Coggeshall  
BUTLER, WILLIAM, Wednesbury, Nut and Bolt Manufacturer May 31 Corbett,  
Darlington  
CHARBONNEUX, FRIMIN, Reims, France, Glass Manufacturer May 19 Rehders & Higgs,  
Middling In  
COLMAN, FREDERICK EDWARD, Cannon st May 31 Ashurst Morris & Co, Throgmorton av  
COX ERNEST, Sicane gdns May 22 Wilde & Co, College hill  
CROSS, WILLIAM CHRISTMAS, Barry, Glam, Wheelwright May 22 Lloyd, Barry  
DAVIES, FRIC, Headingley, Leeds June 11 Turner & Co, Nottingham  
DAVIES, JOSEPH, Selly Oak, Worcester, Builder June 8 Lee & Co, Birmingham  
DEWBURY, ANNE, Lichfield May 31 Hinkley & Co, Lichfield  
DOWNES ZENAS, Boxted, Essex June 1 Marshall, Colchester  
FERGUS, MARY SARAH, Boscombe, Hants May 16 Fox & Co, Victoria st  
FINNIS, ANN, Lower Walmer, Kent June 2 Mowll & Mowll, Dover  
HALL, MARGARET, Bellingham, Northumberland, Hotel Keeper June 9 WJS & JAS  
Scott, Newcastle upon Tyne  
HUMPHRIES, MARY, Bromley, Kent June 24 Grenside, Grant George st  
HUNTER, CHARLES THOMAS, Acton, Upholsterer May 24 Sturt, Milk st  
JERROLD, ELIZA ANN, Lockwood, York May 25 Sykes & Son, Huddersfield  
LEWIS, ISABELLA, East Farleigh, Kent July 21 Nash & Co, Queen st, Chapside  
MARTIN, MARIA WYKHAM, Brynaston sq May 24 Birch & Co, Spring gdns  
MEEK, HENRY, South Bank, York May 30 Meek, South Bank  
METCALF, ROBERT, Preston, Brickmaker May 30 W & J Cooper, Preston  
DE MILHAU, VICOMTE GAETAN, Mer Calvados, France June 12 Collier-Bristow & Co,  
Bedford row  
ODDY, WILLIAM, West Hartlepool May 10 Bell, West Hartlepool  
PERCEVAL, EDWARD, Chertsey June 1 Douglas, Norfolk st, Strand  
POULTON, JOHN GEORGE, Coggeshall, Essex, Veterinary Surgeon June 24 Surridge,  
Coggeshall  
RAE, ERNEST BIRD, Birmingham May 31 Brain & Brain, Reading  
ROBIN, SHAFTO, Newcastle upon Tyne May 25 Gibson, Newcastle upon Tyne  
ROTHWELL, PETER, Denton, Lancs, Coal Proprietor May 26 Richards & Hurst, Denton,  
nr Manchester  
ROUTH, HANNAH CAIN, Bexhill, Sussex June 16 Raper & Eilman, Battle, Sussex  
SWANWICK, ANNA, Cumberland ter, Regent's Park May 19 Davies & Co, Chesterfield  
SEARLES, CAROLINE JACQUES, Peckham Rye May 31 Scott & Co, Queen st  
SCHOFIELD, JOHN, Blackpool May 16 Taylor & Son, Blackpool  
SCRIVER, THOMAS PARTINGTON, Kingston on Thames June 5 James & James, Ely pl,  
Holborn circus  
SIDEBOTTOM, SAMUEL, Ashton under Lyne May 23 Whitworth & Co, Ashton under Lyn  
TANQUERAY, CHARLES HANBURY, Pall Mall East June 30 Murray & Co, Birch in  
TOMLIN, LATHAM, St Peters, Kent June 10 Quayle & Curry, Arundel st

WADLEY, JAMES, Tiptree, Essex, Baker June 24 Burridge, Coggeshall  
WEARING, WILLIAM HENRY, West Bromwich June 24 Tyler & Deighton, Birmingham  
WHITE, THOMAS HENRY, Devizes, Wiltshire June 5 Jackson & Jackson, Devizes  
WIMBUSH, HENRY WILLIAM, Laurence Pountney Hill May 31 Dommett & Son, Gresham st  
WRIGHT, SARAH CHECKER, Downham West, Norfolk May 15 Mallor, Downham Market

## London Gazette.—FRIDAY, April 27.

AMES, JULIA ELLER, Bath, Livery Stable Keeper May 31 Titley, Bath  
ANTHONY, GEORGE VIVIAN COGAN, St Austell, Cornwall, Bank Clerk May 25 Carlyon & Stephens, St Austell  
BACON, ARTHUR HENRY, Curragh Camp, Kildare, Captain June 20 Wordsworth & Co, Threadneedle st  
BONNOR, WILLIAM VINER, Hildersley, nr Ross, Hereford May 31 W H & F S Collins, Ross  
BUTLER, JOSEPH, Aston, Warwick, Watchmaker June 11 Green, Birmingham  
CADOGAN, EDWARD, Margate May 31 Boys, Margate  
CHAPMAN, MARY ANN, Cambridge June 1 R C & S Burrows, Cambridge  
CORDEUX, JOHN, sen, Baycliff, Clevedon, Somerset May 31 Danger & Cartwright, Bristol  
DALE, HARRIET, Nottingham May 10 Fox, Nottingham  
DANIELS, ROBERT, Witham, Essex, Station Master June 30 Stevens & Co, Witham  
DAVIES, EDWARD EDWIN, South Bank, York June 9 Wood, York  
DAW, WILLIAM, Holborough, nr Snodland, Kent, Grocer May 4 White, Maidstone  
DUTTON, GEORGE NORTHWICK, Chester May 31 Dixon, Northwich  
GILL, MARY, Ennismore gdns May 22 Radcliffe & Co, Craven st  
GLAVE, GEORGE, Paternoster sq, Manufacturers' Agent May 1 Wells & Sons, Paternoster row  
HAMBROOK, REV WINDSOR EDMUND, Richmond, Clerk June 7 Fowler, Old Sarjants' inn  
HARGREAVES, REV JOHN, Goosnargh, Lancs June 11 W & J Cooper, Preston  
HEWITT, JAMES, Warrington, Painter June 1 Lamb & Co, Birkenhead  
HEWITT, RICHARD, On ton Lowe, Chester May 15 Bate, Chester  
HOUDON, MARIA, Wellingborough, Northampton May 23 Heygate & James, Wellingborough  
HUGHES, FANNY MARIA, Holloway May 37 Hamilton, Cophall av  
HUSBY, THOMAS EDWARD, Upper Clapton, Civil Engineer June 7 Patey, Finsbury sq  
INCE, EDWARD CUMMING, Burnmouth May 26 Beifrage & Co, John st, Bedford row  
JACKSON, LOUISA, Shipley, York May 25 Morgan & Morgan, Shipley  
JONES JAMES, Enfield, Pawnbroker May 31 Freeman & Son, Foster in, Chesapeake  
JUDGE, JAMES, Hoxton June 24 Leslie & Co, Gresham bldgs, Basinghall st  
KELING, CLARA, Bromwich, Warwick May 12 Rowlands & Co, Birmingham  
KIRWAY, GEORGE, Bedford June 28 Cunningham & Co, Braintree  
LACRELES, CHARLOTTE MARIA, Brighton May 31 Hudson & Co, Queen Victoria st  
LAWLEY, WILLIAM GEORGE HODGSON, Notting Hill May 24 Dixon & Co, Savoy mansions  
LEIGH, JAMES, Burslem, Staffs, Colour Maker May 7 Ellis, Tunstall  
LORD, JAMES, Rochdale May 31 Chadwick, Rochdale  
MICHELL, ELIZABETH, Upper Norwood May 27 Taylor, Lincoln's inn fields  
MINTY, MARY, Woburn Sands, Bedford June 16 Eaden & Spearing, Cambridge  
MOORE, ELIZABETH MARY, Bourne-mouth June 1 Rawlings & Rawlings, Bourne-mouth  
MOSELEY, ELIZA JANE, Saltley, Birmingham June 21 Green, Birmingham  
NEWELL, JOHN WILLIAM, Beckenham, Kent, Licensed Victualler May 31 Badham & Comins, Salters' Hall et  
NICOLSON, ROBERT HENDERSON, Paddington, Surgeon May 30 Eldridge, Poole  
PARRISH, DILLWYN, Cophall bldgs May 31 Ashurst Morris & Co, Thromorton av  
PICKNEY, MARY, Scagglethorpe, York, Innkeeper May 31 Ridge, Malton  
PICKNEY, RICHARD, Scagglethorpe, York, Innkeeper May 31 Ridge, Malton  
PORTWAY, JANE, Brinton, Essex June 28 Cunningham & Co, Liverpool  
RAVATHORN, PETER, Tyldesley, Lancs June 8 Quiggin & Co, Liverpool  
RHODES CHARLES, Bradford, China Merchant June 1 Wilson & Standfield, Bradford  
SAICH, WILLIAM, Ruislip, Farmer June 14 Woodbridge & Sons, Uxbridge  
SANDERS, WILLIAM, Liverpool, Boot Manufacturer June 5 H C & A S Reynolds, Liverpool  
SHERLOCK, REV THOMAS DOD, Wadebridge, Cornwall May 23 Atkinson & Bennett, Whitehaven  
STANTON, HENRY, Chertsey, Surrey, Upholsterer May 17 Paine & Brettell, Chertsey  
STRATTON, FREDERICK THOMAS, Salford Priory, Warwick May 27 Gately, Birmingham  
SUMMERS, GEORGE AUGUSTUS, Hempstead June 1 Fielder, Lincoln's inn fields  
TOWNLEY, MARY, Henley on Thames May 31 Gard & Co, Gresham bldgs  
TOWNSEND SARAH, Brockhampton, Hereford May 31 W H & F S Collins, Hereford  
TUIR, ANDREW WHITE, Leadenhall st, Publisher May 24 Snow & Co, Gt St Thomas Apostle  
VELEY, FREDERICK THOMAS, Chelmsford June 28 Cunningham & Co, Braintree  
WADDINGTON, CLARISSA, and WILLIAM THOMAS WADDINGTON, Simonstone, Lancaster May 31 Steele, Burnley

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 27.

## RECEIVING ORDER RESCINDED.

ABBOTT, FREDERICK JOHN, jun, Whitcombe st, Leicester sq  
High Court Rec Ord March 6 Resc April 25

## ADJUDICATIONS ANNULLED.

KELLAM, WILLIAM, Speintons, Notts, Engine Driver  
Nottingham Adjud Oct 24, 1899 Annul April 11, 1900  
SCHNEIDER, FREDERICK BENTHAM HODGSON, Leathwaite rd,  
Clapham junction, Clerk of the Eddystone Marine  
Insurance Co Wandsworth Adjud May 22, 1899  
Annul April 2, 1900

London Gazette.—FRIDAY, May 4.

## RECEIVING ORDERS.

AKERMAN, GEORGE ALBERT GREGORY, Edgware rd, Cycle  
Factor High Court Pet April 7 Ord April 30  
AKHAM, MARY ELIZABETH, Camberwell, Ldg house  
Keeper High Court Pet May 2 Ord May 2  
BESON, G, Dorset at East Baker st, Manufacturer High  
Court Pet Feb 23 Ord April 30  
BULLOCK, FREDERICK JAMES, Landport, Hants, Outfitter  
Forthmouth Pet May 1 Ord May 1  
CALDWELL, ALFRED, Abchurch, Lancs, Master Painter  
Bolton Pet April 30 Ord April 30  
COPPING, ALBERT WILLIAM, Horne, Suffolk Ipswich Pet  
April 28 Ord April 28  
COSSEY, LEWIS, Netley Abbey, Southampton, Grocer  
Southampton Pet April 25 Ord April 30  
CROSSFIELD, THOMAS, Arnsdale, Westmorland, Joiner  
Kendal Pet May 1 Ord May 1  
EAMES, JOHN, Haytor, Builder St Albans Pet May 1  
Ord May 1  
FOREMAN, JOSEPH, Hornham, Carpenter Brighton Pet  
April 30 Ord April 30

WALKLEY, FRANCIS EDWARD, Stockport Etchells, Chester, Farmer May 16 Brown & Co, Stockport

WHARTON, FREDERICK, Batley, York, Bag Merchant June 11 Law, Batley  
WILLIAMS, JAMES BIRCH SHARPE, Kensington, M A May 30 Pedley & Co, Bush in  
WILSON, JOSEPH BRAMFORD, Huddersfield June 24 Laycock & Co, Huddersfield  
WORMALD, JOHN, Luddenden Foot, York, Farmer May 29 Boocock, Halifax  
YOMANS, CHARLOTTE, Marchmont st, Russell sq June 1 Rogers, Chancery in

London Gazette.—TUESDAY, May 1.

ACOTT, ELIZABETH, Whitehall, Stroud, Glos May 10 Ball & Co, Stroud  
ADAMS, EMILY, Stoke Gabriel, Devon June 1 Tucker, Paignton, Devon  
ANSTEE, JOSEPH, Coventry, Draper June 1 Hughes & Mawser, Coventry  
ASHBURNHAM, Right Hon EMILY Countess of, Battle, Sussex June 10 Hallows & Co, Bedford row  
ATKINSON, ELIZABETH, Stockton on Tees June 15 Faber & Co, Stockton on Tees  
ATLEY, HENRY FALCONER, Horton, Bucks May 1 Tustin & Son, Old Burlington st  
BEARD, JOSEPH, Ealing June 1 Horsley & Weightman, Guildhall chmbrs, Basinghall st  
BIRLEY, JOHN, Harrogate, York June 1 Kirby & Son, Harrogate  
BLACKMAN, JOSEPH, Acocks Green, Worcester, Glass Cutter May 25 Cottrell & Son, Birmingham  
BIRKINSHAW, GEORGE GATENEY, Harrogate, York, Whitesmith June 1 Kirby & Son, Harrogate  
CLARKE, ARTHUR, Gresham bldgs, Basinghall st, Merchant June 1 Ladbury & Tatham, Budge row  
CRANE, CHARLES OTTO, and LIDA CRANE, Schwerin, Germany May 28 Rehders & Higgs, Mincing ln  
CRAPP, CHARLES FREDERICK, Aston juxta Birmingham May 23 Davis, Birmingham  
DALE, JOSEPH, Wolverhampton, Haulier June 1 Byron, Wolverhampton  
DEATH, THOMAS, Ipswich May 31 Grimwade & Son, Hadleigh  
DENNIS, JOHN CHARLES, Benton, Northumberland June 9 Hindmarsh, Alnwick  
DEWBURY, ANNE, Lichfield May 21 Hinkley & Co, Lichfield  
DOUGHTY, JOHN, Farnsfield, Nottingham, Grocer May 31 Alcock, Mansfield  
ELBURN, REV HENRY JOHN, Canterbury June 15 Bloom & Co, Lincoln's inn fields  
ELWIN, WHITEWELL, Bolton Beckery, Norfolk June 11 London, Budge row, Cannon st  
EMLEY, SAM, Mottonscombe, Lancs May 17 Fawcett, Morecambe  
FERGUSON, MARGARET, Harrogate, York June 1 Kirby & Son, Harrogate  
FORBESHAU, GEORGE, Milner st, Chelsea, Clerk May 28 Seale & Morrison, Sloane sq  
FRASER, WILLIAM, Widcombe, Bath May 31 Greenip & Co, George st, Mansion House  
GARE, ELIZABETH, Redhill, Beigate May 29 Grece, Redhill  
GARROW, LOUISA HARRIET, Nottingham June 28 Stenton & Metcalfe, Southwell, Notts  
GILES, SUSAN GAZELLE, Montpellier sq May 31 Leggett & Co, Barnmore bldgs, Gray's inn  
GLAVE, GEORGE, Paternoster sq June 1 Wells & Sons, Paternoster row  
GOMM, MARY, Tottenham June 11 Carpenter & Sons, Laurence Pountney in  
GOODMAN, JOHN DENT, Edgbaston June 5 Henderson & Co, Philpot ln  
HOLMES, JOHN LEWIS, Brighton June 7 Clark, King William st  
INDERWICK, LOUISA HANNAH, Trever sq, Knightsbridge June 1 Colleson & Co, Bedford row  
JEFFERSON, JANE, Rothersyke, nr Egremont, Cumberland June 1 Brockbank & Co, Whitehaven  
KAY, JOSEPH, Brampton, Derby, Farmer June 14 Stanton & Walker, Chesterfield  
KIRKUP, WILLIAM HEFFLE, Stockton on Tees, Innkeeper June 4 Watson & Co, Stockton on Tees  
MCKENZIE, THOMAS, Hulme, Manchester May 25 Phyllian & Bland, Manchester  
MESSAGE, STEPHEN, Hastings June 1 Gaby, Hastings  
NORMAN, GEORGE FREDERICK, Hastings March 12 Chalinder, Hastings  
PARNELL, JOHN, Upper Clapton rd June 4 Hanbury & Co, New Broad st  
PAYNE, MARY, Tunstall, Stafford May 1 Adams, Tunstall  
PEAKE, WILLIAM, Bodminster, Bristol, Barge Foreman June 23 Tarr & Arkell, Bristol  
PRESTON, CHARLES, Newcastle under Lyme, Licensed Victualler May 16 Sproston, Newcastle under Lyme  
PRINCE, SUSAN, Southampton June 2 Hickman & Waller, Southampton  
RICHARDS, THOMAS, Hove, Sussex May 31 Sauers, Hove  
ROSE, HARRIETT, Warwick May 12 Lewis, Leamington  
RUMNEY, PETER, Enfield June 24 Rumney, Basinghall st  
RYLANDS THOMAS GLAZEBROOK, Thelwall, Chester June 16 Field & Co, Liverpool  
SAWARD, HENRY CHORON, Brompton, Coachbuilder June 1 Carter, Chancery in  
STEVENS, WILLIAM, Phillack, Cornwall June 7 Trythall & Bodilly, Finsbury  
SUTTON, HENRY MAKIN, Birkdale, Lancs May 31 Bartow & Cook, St Helena  
SYMONS, GEORGE JAMES, Camden sq, FRS June 14 Ingoldby & Adkin, Frederick's pl, Old Jewry  
WALKER, JOHN DAVID, Paddington July 30 J & E Whitworth, Manchester  
WARREN CHARLES BENJAMIN, Upwey, Dorset May 31 Andrews & Co, Dorchester  
WATSON, THOMAS, North Shields May 19 Alderson, Morpeth  
WEATHERILL, MARIA POST, Hull May 18 Barker & Mayfield, Hull  
WELLS, MARY, Henley on Thames June 24 Mercer & Baker, Henley on Thames  
WILSON, DANIEL, Liverpool, Wine Merchant June 15 Alcock & Co, Liverpool  
WINDER, JOHN, Armthorpe, nr Doncaster June 1 Barker & Mayfield, Hull

FREEMAN, JOHN DOWNE, Bath, Grocer Bath Pet April 30  
Ord April 30  
GREEN, ISAAC, Manchester Manchester Pet May 1 Ord  
May 1  
HAINES, JOHN, Cardiff, Builder Cardiff Pet May 1 Ord  
May 2  
HAMILTON, ROBERT, Leeds, Grocer Leeds Pet April 30  
Ord April 30  
HARRIS, FREDERICK GEORGE, Islington, Frame Maker  
High Court Pet April 30 Ord April 30  
HEALEY, HENRY LEE, Leicester, Draper Leicester Pet  
April 30 Ord April 30  
HOLT, JOSEPH MAUDE, Bolton, Accountant Liverpool  
Pet April 30 Ord April 30  
IDENSON, GEORGE, Crayford, Kent, Butcher Rochester  
Pet April 30 Ord April 30  
KAT, GEORGE F, Friars Barnet, Builder Barnet Pet  
March 30 Ord April 28  
LART, WILLIAM STANTON, Borough High st High Court  
Pet March 30 Ord May 2  
LATTIE, W, Spring st, Hyde pk High Court Pet April 5  
Ord May 2  
LEE, JOHN, Maidstone, Kent, Upholsterer Maidstone  
Pet April 30 Ord April 30  
LEVY, F M, Shepherd's Bush, Builder High Court Pet  
March 18 Ord May 2  
MANTON, THOMAS, and CHARLES MANTON, Walsall, General  
Smiths Walsall Pet April 27 Ord April 28  
MAYNEW, CHARLES WILLIAM, Woolpit, Suffolk, Miller  
Bury St Edmunds Pet April 30 Ord April 30  
MILLS, ZACHARIAH, Handsworth, Grocer Birmingham  
Pet April 30 Ord April 30  
MOFFATT, JAMES, Halifax, Hostler Bradford Pet May 2  
Ord May 2  
NIGHTINGALE, JOHN, Hastings, Sussex, Licensed Victualler  
Hastings Pet May 1 Ord May 1  
NIGHTINGALE, THOMAS EDWARD, Flint, Clerk Chester  
Pet April 30 Ord April 30

NICHOLSON, THOMAS, Bradford, Nurseryman Bradford  
Pet May 1 Ord May 1  
OATES & Co, J B, Dewsbury, York, Woollen Manufacturers  
Dewsbury Pet May 1 Ord May 1  
OPPENSHAW, JOHN GEORGE, Southport, Solicitor Bolton  
Pet April 18 Ord April 30  
OUTTRICK, SIDNEY HERBERT, Eltham, Carman Greenwich  
Pet April 6 Ord May 1  
PECKMORE, WALTER SHERRIDAN, Birmingham, Builder  
Birmingham Pet May 2 Ord May 2  
PEARSON, FREDERICK THOMAS, Hove, Sussex, Solicitor  
Brighton Pet April 9 Ord April 30  
PEYSELLOW, FREDERICK CHARLES, and WILLIAM WALTER  
PEYSELLOW, Hounslow, Grocers Brentford Pet April  
23 Ord April 28  
PICKERING, JOSEPH, Sheffield, Provision Dealer Sheffield  
Pet April 30 Ord April 30  
RIDDAWAY, ROBERT, Bow, Devon, General Dealer Exeter  
Pet May 1 Ord May 1  
RITCHIE, CLERMONT, and MARION RITCHIE, Stroud, Glos,  
Woollen Manufacturers Gloucester Pet April 23  
Ord May 2  
SMITH, ANNIE, Amberley, Glos, Lodging house Keeper  
Gloucester Pet May 1 Ord May 1  
SUDDEN, ELPHINSTONE AGNES, Chalfont St Peter, Bucks  
Windsor Pet Feb 19 Ord April 28  
TAYLOR, OSCAR, Bridgewater, Plumber Bridgewater Pet  
May 1 Ord May 2  
THOMPSON, THOMAS WILLIAM, Clapton, Confectioner High  
Court Pet April 18 Ord April 30  
UNDERWOOD, ALFRED, Edgware rd, Monumental Mason  
High Court Pet May 2 Ord May 2  
WELCH, FELIX McDONALD, Birmingham, Tailor Birming-  
ham Pet April 11 Ord April 30

Amended notice substituted for that published in the  
London Gazette of April 24:

BRADBROOK, ROBERT HENRY, Penge, Surrey, China Dealer  
Croydon Pet April 19 Ord April 19

Amended notice substituted for that published in the London Gazette of April 27:

DRESEL, ADOLPH HERMAN OTTO LOUIS ANTHONY PETER, Anerley, Surrey Croydon Pet March 16 Ord April 24

#### ORDER RESCINDING RECEIVING ORDER AND DISMISSING PETITION.

WALDROF, ROBERT VINE, Rolls Court av. Herne Hill, Surrey, Manager of the South Kensington Hotel High Court Pet March 8 Rec Ord March 15 Rec & Dismiss April 30

#### FIRST MEETINGS.

BAYLIS, CHARLES JOSEPH EDWIN, Worcester, Printer May 14 at 11.30 45, Copenhagen st, Worcester  
BENNETT, EDWARD JOSEPH, Leeds, Mechanic May 11 at 11 Off Rec, 22, Park row, Leeds  
BRADLEY, DAVID THOMAS, Selby, York, Publican May 16 at 11.30 Off Rec, 28, Stonegate, York  
BUCKLEY, WILLIAM CHARLES, and FREDERICK LE CROIX-SETTLE, Foubert's pl, Regent's st, Manufacturers of Furniture May 11 at 11 Bankruptcy bldgs, Carey st  
BULLOCK, FREDERICK JAMES, Landport, Hants, Outfitter May 11 at 8 Off Rec, Cambridge junc, High st, Portsmouth  
BYERS, RALPH, Headlam, Durham, Shoemaker May 16 at 3 Off Rec, 8, Albert rd, Middleborough  
CALDWELL, ALFRED, Atherton, Lancs, Master Painter May 14 at 3.10 Wood st, Bolton  
CARL, JEREMIAH, Bradford, Shop Fitter May 15 at 11 Off Rec, 31, Manor row, Bradford  
CROSLAND, JOHN WILLIAM, Cardiff, Tailor May 12 at 11 Off Rec, 117, St Mary st, Cardiff  
DINDALE, OWEN, Ecclehill, Moor Side, Yorks, Carting Agent May 11 at 12 Off Rec, 31, Manor row, Bradford  
DOBSON, EDGAR AUSTIN, Rochdale, Butcher May 11 at 12.30 Townhall, Rochdale  
ELWOOD, A. Harp lane May 11 at 2.30 Bankruptcy bldgs, Carey st  
FOREMAN, JOSEPH, Hoxham, Carpenter May 24 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton  
GERW, ETHELBERD HOWARD, Barry, Glam. Agent May 14 at 12 Off Rec, 117, St Mary st, Cardiff  
HAMILTON, ROBERT, Leeds, Grocer May 11 at 12 Off Rec, 22, Park row, Leeds  
HODGSON, WILLIAM MARLEY, Nottingham, Grocer May 11 at 11 Off Rec, 4, Castle pl, Park st, Nottingham  
HYAM, WILLIAM, Shepherd's Bush, Licensed Victualler May 14 at 11 Bankruptcy bldgs, Carey st  
MARCUS, REUBEN, Westbourne grove, Ladies Tailor May 14 at 12 Bankruptcy bldgs, Carey st  
MILLS, HENRY CHARLES, Cardiff, Navigation Tutor May 11 at 11 Off Rec, 117, St Mary st, Cardiff  
MITCHELL, JOHN, Thornbury, Bradford May 11 at 11 Off Rec, 31, Manor row, Bradford  
NICHOLLS, JOSE, Deptford, Wood Turner May 11 at 11.30 24, Railway app, London Bridge  
NIGHTINGALE, THOMAS EDWARD, Flint, Clerk May 11 at 11 Crypt chhrs Eastgate row, Chester  
OPENSHAW, JOHN GEORGE, Southport, Solicitor May 11 at 2.30 16, Wood st, Bolton  
PENNO, CHARLES, Hammer Smith, Interpreter May 14 at 11 Bankruptcy bldgs, Carey st  
PICKARD, WILLIAM JAMES, Leeds, Commission Agent May 11 at 11.30 Off Rec, 22, Park row, Leeds  
RHODES, WILLIAM HENRY, Norton, Durham May 16 at 3 Off Rec, 8, Albert rd, Middleborough  
RIDDAWAY, ROBERT, Bow, Devon, General Dealer May 17 at 10.30 Off Rec, 13, Bedford circus, Exeter  
SINN, GEORGE VERNON, Bayswater May 11 at 12 Bankruptcy bldgs, Carey st  
SMITH, GEORGE, Birkdale, Lancs, Contractor May 16 at 12 Off Rec, 35, Victoria st, Liverpool  
TAYLOR, JOSEPH, R chdale, Grocer May 11 at 12 Townhall, Rochdale  
VALE, LEONARD, Seymour st, Euston sq, Butcher May 14 at 12 Bankruptcy bldgs, Carey st

#### ADJUDICATIONS.

ASKHAM, MARY ELIZABETH, Camberwell, Lodging house Keeper High Court Pet May 2 Ord May 2  
BEX, GEORGE, and OLIVER GRAHAM BEX, Stechford, Worcester, Builders Birmingham Pet April 28 Ord April 30  
BROOKHEAD, CHARLES, Claygate, Surrey, Saddler Kingston, Surrey Pet April 12 Ord May 1  
BULLOCK, FREDERICK JAMES, Landport, Hants, Outfitter Portsmouth Pet May 1 Ord May 1  
CALDWELL, ALFRED, Atherton, Lancs, Master Painter Bolton Pet April 30 Ord April 30  
COFFING, ALBERT WILLIAM, Hoxna, Suffolk Ipswich Pet April 23 Ord April 28  
CROSLAND, JOHN WILLIAM, Cardiff, Tailor Cardiff Pet April 19 Ord May 1  
CROSFIELD, THOMAS, Arnaide, Westmorland, Joiner Kendal Pet May 1 Ord May 1  
DRESEL, ADOLPH HERMAN OTTO LOUIS ANTHONY PETER, Anerley, Surrey Croydon Pet March 16 Ord April 30  
EAMES, JOHN, Harrow, Builder St Albans Pet May 1 Ord May 1  
FOREMAN, JOSEPH, Hoxham, Sussex, Carpenter Brighton Pet April 30 Ord May 1  
GREEN, ISAAC, Manchester Manchester Pet May 1 Ord May 1  
GROOM, LEONARD, Gower, Glam Swansea Pet April 27 Ord April 30  
GURNEY, HENRY EDWIN, Margate, Bootmaker Canterbury Pet March 22 Ord April 30  
HAMILTON, ROBERT, Leeds, Grocer Leeds Pet April 30 Ord April 30  
HARVEY, EDWARD, Croydon, Fruiterer Croydon Pet April 7 Ord April 28  
HEALEY, HENRY LES, Leicester, Draper Leicester Pet April 30 Ord April 30  
HOLT, JOSEPH MAUDE, Bolton, Accountant Liverpool Pet April 30 Ord April 30  
IDENDEN, GEORGE, Crayford, Kent, Butcher Rochest Pet April 30 Ord April 30

LEAKER, HENRY W, Swansea, Dairyman Swansea Pet April 12 Ord April 30  
LEE, JOHN, Maidstone, Kent, Upholsterer Maidstone Pet April 30 Ord April 30  
MAYHEW, CHARLES WILLIAM, Woolpit, Suffolk, Miller Bury St Edmunds Pet April 30 Ord April 30  
MILLS, ZACHARIAH, Handsworth, Grocer Birmingham Pet April 30 Ord May 2  
MOFFAT, JAMES, Skipton, Yorks, Hosier Bradford Pet May 2 Ord May 2  
NICHOLLS, JOSE, Deptford, Wood Turner Greenwich Pet March 26 Ord May 1  
NICHOLSON, THOMAS, Bradford, Nurseryman Bradford Pet May 1 Ord May 1  
NIGHTINGALE, THOMAS EDWARD, Flint, Clerk Chester Pet April 30 Ord April 30  
PICKERING, JOSEPH, Sheffield, Provision Dealer Sheffield Pet April 30 Ord April 30  
RHODES, CHARLES JOSEPH, Arml-y, Leeds, Commercial Traveller Leeds Pet April 5 Ord May 1  
RIDDAWAY, ROBERT, Bow, Devon, General Dealer Exeter Pet May 1 Ord May 1  
SMITH, ANNIE, Amberley, Glos, Lodging house Keeper Gloucester Pet May 1 Ord May 1  
SOLOMON, JOHN, and HARRY SOLOMON, Holloway road, House Furnishers High Court Pet April 12 Ord April 30  
TAYLOR, OSCAR, Bridgewater, Plumber Bridgewater Pet May 1 Ord May 2  
VONS, ALFRED ABRAHAM, Edgware road High Court Pet March 29 Ord April 30  
WARD, ALBERT EDWARD, Bradford, Chemist Bradford Pet March 30 Ord May 1  
WEST, GEORGE SMITH, and WILLIAM HENRY PIGGOTT, Herne Bay, Builders Canterbury Pet March 31 Ord April 30

#### ADJUDICATION ANNULLLED AND RECEIVING ORDER RESCINDED.

DE FALDE, CARL VIGANT, Penryn rd, Earl's Court High Court Rec Ord Dec 8, 1896 Adjud, Jan 12, 1897 Rec and Annul, May 1

#### ADJUDICATION ANNULLLED.

HOWARD, ROBERT, Carnarvon, General Dealer Bangor Adjud, April 27, 1896 Annul, April 9

#### RECEIVING ORDERS.

BANKS, JOHN LAWTON, Kingston upon Hull, Engineer Kingston upon Hull Pet May 4 Ord May 4  
BAYLIS, CHARLES JOSEPH EDWIN, Worcester, Printer Worcester Pet May 1 Ord May 1  
BELL, ROBERT, Upperry, nr Carlisle Carlisle Pet April 30 Ord May 3  
BOAL, THOMAS WAINHOUSE, Leeds Leeds Pet May 4 Ord May 4  
BOMBAGE, FERDINAND, St. Leonards on Sea, Boarding house Keeper Hastings Pet May 3 Ord May 3  
BOWLER, WILLIAM ARTHUR, Stafford, Baker Stourbridge Pet May 2 Ord May 2  
CAIRNS, JAMES, Skipton, Tailor Bradford Pet May 3 Ord May 3  
CLYDE, ALBERT, Liverpool, Confectioner Liverpool Pet May 5 Ord May 5  
DEAN, ARTHUR, Bradford, Builder Bradford Pet May 3 Ord May 3  
DEVEREUX, THOMAS, Haverfordwest, Wine Merchant Pembroke Dock Pet May 4 Ord May 4  
GOLBY, ALLEN, Leeds, Pork Butcher Leeds Pet May 4 Ord May 4  
GRAY, JOSE WILLIAM, Morecambe, Lancs, Draper Preston Pet April 19 Ord May 4  
GRIMSHAW, J, Eton av, Belize park, Builder High Court Pet April 10 Ord May 4  
HARRISON, ROBERT, Morecambe, Lancs, Coal Merchant Preston Pet May 5 Ord May 5  
HAWKINS, WILLIAM, Wokingham, Builder Reading Pet May 4 Ord May 4  
JOHNSON, WILLIAM JOHNSON, Penketh, nr Warrington Ord May 3  
MITCHELL, WALTER, Gt Yarmouth Gt Yarmouth Pet May 5 Ord May 5  
OTTER, WINIFRED, and AGNES EDITH BENDY, Cheltenham, Milliners Cheltenham Pet May 4 Ord May 4  
PARNELL, FREDERICK GROOMBRIDGE, Book Ferry, Cheshire, Audit Clerk Birkhead Pet May 4 Ord May 4  
PHILLIPS, GEORGE, Pontypridd, Draper Pontypridd Pet April 24 Ord May 4  
PICKERING, GEORGE HENRY, Stockton on Tees, Warehouseman Stockton on Tees Pet May 4 Ord May 4  
PORTUS, ROBERT, Great Grimsby, Auctioneer Great Grimsby Pet May 1 Ord May 1  
POWELL, EDWIN, Reading, Stonemason Reading Pet May 3 Ord May 3  
ROFFE, ARTHUR JOHN, Hastings, Draper Hastings Pet May 5 Ord May 5  
SKILBECK, JOSEPH, Bishopstone, Sussex, Trainer Lewes Pet May 3 Ord May 3  
SMITH, SARAH ADOUSTA, and EDWIN ROWLES, Wellingborough, Tailors Northampton Pet May 2 Ord May 2  
SYNTHIE, JOSEPH FORRESTALL, Darlington, Gunmaker Stockton on Tees Pet May 4 Ord May 4  
STEPHENS, WALTER, Woodward, Walsall, Outfitter Walsall Pet May 1 Ord May 1  
SYKE, WILLIAM, Hull Soap Manufacturer Huddersfield Pet May 1 Ord May 1  
TYSON, GEORGE, Ravenstone, Leicesters, Builder Burton on Trent Pet May 1 Ord May 1  
WELDON, GEORGE, Brompton rd High Court Pet Mar 22 Ord May 3

Amended notice substituted for that published in the London Gazette of April 3:

BRIGGS, GEORGE EDWARD, Newcastle on Tyne, Manufacturer Newcastle on Tyne Pet Mar 28 Ord Mar 28

Amended notice substituted for that published in the London Gazette of April 17:

FRASER, NORMAN WARREN, Edmond rd, Bedford park, Journalist Brentford Pet Mar 14 Ord April 11

#### FIRST MEETINGS.

AKERMAN, GEORGE ALBERT GREGORY, Edgware rd, Cycle Factor May 15 at 12 Bankruptcy bldgs, Carey st  
ALLEN, ROBERT, Tunbridge Wells May 15 at 2.30 C J Parts, 65, High st, Tunbridge Wells  
ANDREWS, GEORGE, Edington, Warwick, Brass Caster May 15 at 11 174, Corporation st, Birmingham  
BEERMAN, JACOB, Islington, Tobacconist May 15 at 11 Bankruptcy bldgs, Carey st  
BESSON, G, Dorset at East, Baker st, Manufacturer May 15 at 2.30 Bankruptcy bldgs, Carey st  
CAMERON, ALEXANDER, Edington, Warwick, Builder May 15 at 12 174, Corporation st, Birmingham  
CAPERHURST, JOHN LEICESTER, Hoel Builder May 15 at 12.30 Off Rec, 1, Berridge st, Leicester  
CARTER, WILLIAM ABRAHAM, Walsall, Grocer May 16 at 11.30 Off Rec, Walsall  
COFFING, ALBERT WILLIAM, Hoxna, Suffolk May 15 at 3 Off Rec, 35, Princes st, Ipswich  
COSBY, LEWIS, Netley Abbey, Southampton, Grocer May 16 at 3.15 Off Rec, 172, High st, Southampton  
DICKENSON, ALFRED, and BERRILL, JOHN Wellingborough, Boot Upper Manufacturers May 16 at 11.30 Off Rec, 1A, St. Paul's sq, Bedford  
DRESEL, ADOLPH HERMAN OTTO LOUIS ANTHONY PETER, Anerley, Surrey May 15 at 12.30 24, Railway app, London Bridge  
EAMES, JOHN, Harrow on the Hill, Builder May 15 at 12 21, Temple chhrs, Temple av  
FREEMAN, JOHN DONNE, Bath, Grocer May 16 at 12.15 Off Rec, Baldwin st, Bristol  
GREEN, ISAAC, Manchester May 15 at 3 Off Rec, Byrom st, Manchester  
GRIMSHAW, J, Hampstead, Builder May 17 at 2.30 Bankruptcy bldgs, Carey st  
GROOM, LEONARD, Llanmadoc, Glam May 15 at 12 Off Rec, 31, Alexandra rd, Swansea  
HARRIS, SAMUEL, Harley, Surrey, Florist May 15 at 12.30 24, Railway app London Bridge  
HARRIS, FREDERICK GEORGE, Islington, Framemaker May 15 at 11 Bankruptcy bldgs, Carey st  
HARVEY, EDWARD, Croydon, Fruiterer May 15 at 11.30 24, Railway app London Bridge  
HAYTON, RICHARD STOCKDALE, Bridlington, Grocer May 15 at 12.15 74, Newborough, Scarborough  
HEALEY, HENRY LES, Leicester, Draper May 15 at 3 Off Rec, 1, Berridge st, Leicester  
HOLT, JOSEPH MAUDE, Bolton, Accountant May 17 at 10.30 Off Rec, 35, Victoria st, Liverpool  
IDENDEN, GEORGE, Crayford, Kent, Butcher May 21 at 11.30 115, High st, Rochester  
LART, WILLIAM STANTON, Borough High st May 16 at 2.30 Bankruptcy bldgs, Carey st  
LATTIE, W, Spring st, Hyde Park May 16 at 11 Bankruptcy bldgs, Carey st  
LEE, JOHN, Maidstone, Upholsterer May 16 at 11 Off Rec, 9, King st, Maidstone  
LEVY, F.M. Shepherd's Bush, Builder May 15 at 12 Bankruptcy bldgs, Carey st  
MAIRIE, WILLIAM, Swindon, Racing Tont May 17 at 10 Off Rec, 46, Cricklade st, Swindon  
MARTIN, SIMON, Walsall, Grocer May 16 at 11 Off Rec, Walsall  
MAYHEW, CHARLES WILLIAM, Woolpit, Suffolk, Miller May 25 at 2 Angel Hotel, Bury St Edmunds  
MOFFAT, JAMES, Halifax, Hosier May 17 at 11 Off Rec, 31, Manor row, Bradford  
MOODY, HARRY, Luton, Bedford, Straw Hat Manufacturer May 16 at 11 Off Rec, 1A, St Paul's sq, Bedford  
MOUNT, WILLIAM, Wingham, nr Dover, Farmer May 24 at 9 Off Rec, 63, Castle st, Canterbury  
MUNTO, EDWARD GEORGE, Little Bromwich, Warwick, Licensed Victualler May 15 at 11 174, Corporation st, Birmingham  
NICHOLSON, THOMAS, Bradford, Nurseryman May 16 at 12 Off Rec, 31, Manor row, Bradford  
PONTELOW, FREDERICK CHARLES, and WILLIAM WALTER PONTELOW, Houslow, Grocers May 15 at 12 221, Temple chhrs, Temple av  
PRICE, ISAAC, Dowdall, Glam, Labourer May 15 at 12 185, High st, Merthyr Tydfil  
SEAMAN, THOMAS JOSEPH, Pigebury pavement, Brewer's Accountant May 16 at 11 Bankruptcy bldgs, Carey st  
SHORT, WILLIAM, Birmingham, Grocer May 15 at 11 174, Corporation st, Birmingham  
SILVERMAN, MYRA, Portsea, Southampton, Watch Importer May 15 at 12.30 Off Rec, Evesley st, Salisbury  
SMITH, JOHN KING, Swindon, Butcher May 17 at 10.30 Off Rec, 46, Cricklade st, Swindon  
STANTON, TOM, Boston, Lancs, Labourer May 17 at 12.15 Off Rec, 4 and 6, West st, Bolton  
TAYLOR, OSCAR BRIDGWATER, Plumber May 16 at 11 W H Tamlyn, High st, Bridgewater  
TOMKINSON, WILLIAM, Birmingham May 16 at 12 174, Corporation st, Birmingham  
TYRELL, HERBERT, Bath May 16 at 12 Off Rec, Baldwin st, Bath  
UPFON, GEORGE, Ravenstone, Leicesters, Builder May 16 at 11.15 Midland Hotel, Station st, Burton on Trent  
VONS, ALFRED ABRAHAM, Edgware rd May 16 at 12 Bankruptcy bldgs, Carey st  
WOODALL, WILLIAM ARTHUR, West Didbury, Lancs, Boot Dealer May 16 at 2.30 Off Rec, Byrom st, Manchester

#### ADJUDICATIONS.

ANDREWS, GEORGE, Birmingham, Brass Caster Birmingham Pet April 9 Ord May 5  
BAGNALL, JOSEPH, Draycott in the Moors, Staffs, Farmer Stoke upon Trent Pet March 22 Ord May 4  
BANKS, JOHN LAWTON, Kingston upon Hull, Engineer Kingston upon Hull Pet May 1 Ord May 1  
BAYLIS, CHARLES JOSEPH EDWIN, Worcester, Printer Worcester Pet May 1 Ord May 1  
BEERMAN, JACOB, Islington, Tobacconist High Court Pet March 30 Ord May 5  
BOAL, THOMAS WAINHOUSE, Leeds, Insurance Inspector Leeds Pet May 4 Ord May 4  
BOWLER, WILLIAM ARTHUR, Stafford, Baker Stourbridge Pet May 2 Ord May 2

CALVERT, JAMES, Skipton, Yorks, Tailor Bradford Pet May 3 Ord May 3  
 CAMERON, ALEXANDER, Erdington, Warwick, Builder Birmingham Pet April 25 Ord May 5  
 CLYNE, ALBERT, Liverpool, Confectioner Liverpool Pet May 6 Ord May 5  
 CUDE, HENRY, Hford, Essex, Builder Chalmersford Pet April 6 Ord May 3  
 DEAN, ARTHUR Bradford, Builder Bradford Pet May 3 Ord May 3  
 DINKELAPHEL, SIMON LEWIS, King st, Chesapeake High Court Pet March 19 Ord May 5  
 FLACK, JOHN EDWARD, and JOHN CORRY, Northampton, Shoe Manufacturers Northampton Pet April 6 Ord May 5  
 FRASER, NORMAN WARDEN, Edmond rd, Bedford Park, Journalist Brentford Pet March 14 Ord May 2  
 GOLDBY, ALLEN, Leeds, Pork Butcher Leeds Pet May 4 Ord May 4  
 HARRISON, ROBERT, Morecambe, Lancs, Coal Merchant Preston Pet May 6 Ord May 5  
 HAWKINS, WILLIAM, Wokingham, Builder Reading Pet May 4 Ord May 4  
 AYTON, RICHARD STOCKDALE Bridlington Quay, Grocer Scarborough Pet April 18 Ord May 5  
 HUNT, ARTHUR GEORGE, Birmingham, Wine Merchant Birmingham Pet May 5 Ord May 5  
 KENT, GEORGE FREDERICK, Friar Barnet, Builder Barnet Pet March 30 Ord May 3  
 LATTE, WILLIAM, Spring st, Hyde Park High Court Pet April 5 Ord May 3  
 LACROFT, FREDERICK RICHARD BRECHER, Birmingham, Solicitor Birmingham Pet March 13 Ord May 5  
 LEVY, FREDERICK MOSS, Shepherd's Bush, Builder High Court Pet March 12 Ord May 3  
 MANTON, THOMAS, and CHARLES MANTON, Walsall, General Smiths Walsall Pet April 27 Ord May 3  
 MUSTO, EDWARD GEORGE, Little Bromwich, Warwick, Licensed Victualler Birmingham Pet March 8 Ord May 5  
 NIGHTINGALE, JOHN, Hastings, Licensed Victualler Hastings Pet May 1 Ord May 4  
 OTTER, WINIFRED, and ANNE EDITH BENDY, Cheltenham, Milliners Cheltenham Pet May 4 Ord May 4  
 PARNELL, FREDERICK GROOMBRIDGE, Rock Ferry, Cheshire, Audit Clerk Birkenhead Pet May 4 Ord May 4  
 PICKERING, GEORGE HENRY, Stockton on Tees, Warehouseman Stockton on Tees Pet May 4 Ord May 4  
 FORTUNE, ROBERT, Great Grimsby, Auctioneer Great Grimsby Pet May 1 Ord May 1  
 POWELL, EDWIN, Reading, Stonemason Reading Pet May 3 Ord May 3  
 SKILBECK, JOSEPH, Epsom, Surrey, Trainer Lewes Pet May 3 Ord May 3  
 SMITH, SARAH AUGUSTUS, and EDWIN ROWLES, Wellingborough, Tailors Northampton Pet May 2 Ord May 2  
 BRYTH, JOSEPH FORRESTALL, Dardington, Gunmaker Stockton on Tees Pet May 4 Ord May 4  
 STEPHENS, WALTER WOODWARD, Walsall, Outfitter Walsall Pet May 1 Ord May 1  
 SYKES, WILLIAM, Hull, Soap Manufacturer Huddersfield Pet May 1 Ord May 1  
 THOMAS, JOHN WHITLOW, Lambston, Pembroke, Farmer Pembroke Dock Pet April 13 Ord May 5  
 UPTON, GEORGE, Ravenstone, Leics, Builder Burton on Trent Pet May 1 Ord May 1

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer

**MR. CUTHBERT SPURLING, M.A.,**  
 B.C.L. (Oxford), First Class Honours, late Scholar of Christ Church, Editor of the 11th Edition of "Smith's Manual of Common Law," continues to PREPARE for the Bar and all University Law Examinations.  
 Bar Examination, May, 1899—15 sent up, 14 passed.  
 June, 1899—A pupil gained the B.C.L. degree at Oxford.  
 Address, 11, New-court, Lincoln's-inn, W.C.

**MR. BERTRAM JACOBS, LL.B. (Lond.),**  
 of 61, Fore-street, E.C., First in Honours Jurisprudence and Roman Law, First in Honours Common Law and Equity, Honourableman Solicitors' Final, Exhibitioner and University Law Scholar, Coaches for all Law Examinations.

**WANTED, Clerkship;** 25 years' experience in High Court Practice.—S., "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

**WILL LOST.**—The Rev. Albert Dearn, Deceased, of Ditchling, Sussex.—Any Solicitor or other person having in his possession a Will or draft or other testamentary papers of this deceased, who died on the 15th of December, 1899, or who witnessed or had knowledge of any such Will, is requested to communicate at once with H. W. BLISS, Solicitor, Carlton chambers, 8, Regent-street, S.W.

**WANTED, by Firm of Advocates and Solicitors in Singapore, Straits Settlements, a Barrister or Solicitor to assist them in their work; good salary; prospect of partnership for suitable man.**—Apply, in first instance, stating experience, to G.T., "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

**TO PARENTS and GUARDIANS.**—Parkins & Goto, Court Stationers and Fancy Goods Importers, have a Vacancy for a respectable, well-educated Youth, aged 16 to 17, as Indoor Apprentice; terms for four years, with board and lodging; premium £100. Also for an Outdoor Apprentice, with partial board; premium £20.—Apply to Mr. PERRY, Messrs. Parkins & Goto's, Oxford-street, W.

**TYPEWRITING** of every Description excellently done; terms moderate.—Mrs. WINSLEY, 123, Albert-street, Regent's Park, N.W.

**CITY OF SHEFFIELD.**—The Corporation of Sheffield are prepared to Accept Loans on Mortgage or Deposit.—For terms apply, CITY ACCOUNTANT AND REGISTRAR, TOWN HALL, SHEFFIELD.

**SOLICITORS, MORTGAGEES, and Others.**—M. DAVIS, 40, Ladbroke-grove, London, is always Prepared with Cash to Purchase every description of Property, in any state of repair or position in London, or within 40 miles; introductory fees if arranged in advance.

**19th CENTURY BUILDING SOCIETY,**  
 ADELAIDE PLACE, LONDON BRIDGE, E.C.

CHAIRMAN:  
 SIR HENRY WALDEMAR LAWRENCE, BART.,  
 2, Mitre-court-buildings, Temple, E.C.

Prompt and Liberal Advances to Purchase, Build, or Improve Freehold, Leasehold, or Copyhold Property. Interest for Loans Reduced to 4½ per Cent. Preference Shares £10 each; Interest 4½ per Cent. Deposits received at 3, 3½, and 4 per Cent. Prospectus free of

FREDERICK LONG, Manager.

**EQUITABLE REVERSIONARY**  
**INTEREST SOCIETY, Limited.**

10, LANCASTER PLACE, STRAND, W.C.  
 ESTABLISHED 1835. CAPITAL, £500,000.

Reversions and Life Interests in Landed or Funded Property or other Securities and Annuities PURCHASED or LOANS granted thereon.

Interest on Loans may be Capitalised.

C. H. CLAYTON, Joint  
 F. H. CLAYTON, Secretaries.

**THE CHEQUE BANK,**  
 ESTABLISHED 1873. Ltd.

TRUSTEES: The Most Hon. the Marquis of TREDDALE.  
 BANKERS: BANK OF ENGLAND.

For Estate Payments, Disbursements, &c., **USE CHEQUE BANK CHEQUES.** No cheaper form of remittance to any part of the world. Payment of Annuities undertaken. Current Accounts Opened. Deposits Received at INTEREST.

Head Office: 93, Bishopsgate Within, E.C.  
 West End Office: 14, Cockspur-street, S.W.

Special Advantages to Private Insurers.

**THE IMPERIAL INSURANCE COMPANY**  
**LIMITED. FIRE.**

Established 1805.

1, Old Broad-street, E.C., 23, Pall Mall, S.W., and 47, Chancery-lane, W.C.

Subscribed Capital, £1,500,000; Paid-up, £500,000.  
 Total Funds over £1,500,000.

R. COLENS SMITH, General Manager.

**EDE AND SON,**

**ROBE**



**MAKERS.**

BY SPECIAL APPOINTMENT.

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

**SOLICITORS' GOWNS.**  
 Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1689.

**94, CHANCERY LANE, LONDON.**

**BIRKBECK BANK,**  
 ESTABLISHED 1851.

Southampton-buildings, Chancery-lane, London, W.C.

**CURRENT ACCOUNTS.**

on the minimum monthly balances. **2%** when not drawn below £100. **2%**

**DEPOSIT ACCOUNTS.**  
 on Deposits, repayable on demand. **2½%** **2½%**

**STOCKS AND SHARES.**

Stocks and Shares purchased and sold for customers.

The BIRKBECK ALMANACK, with full particulars, post-free.

FRANCIS RAVENSCROFT, Manager.

Telephone No. 5 HOLBORN.

Telegraphic Address: "BIRKBECK, LONDON."

**TREATMENT OF IMBRIETY.**

**DALRYMPLE HOME,**  
 RICKMANSWORTH, HERTS.

For Gentlemen, under the Act and privately.  
 For Terms, &c., apply to  
 F. S. D. HOGG,  
 Medical Superintendent.

**INEBRIETY.**

**MELBOURNE HOUSE, LEICESTER.**  
 PRIVATE HOME FOR LADIES.

Medical Attendant: J. HEADLEY NEALE, M.B., M.R.C.P. Lond. Principal: H. M. RILEY, Assoc. Soc. Study of Inebriety. Thirty years' Experience. Excellent Legal and Medical References. For terms and particulars apply Miss RILEY, or the Principal.

**INEBRIETY.**

**HOME FOR LADIES.**

(Under the 1879 Act or privately.)

Dr. J. M. HOBSON can receive a few Ladies under his personal care. Home life, with every facility for congenial work and recreation.

Address:

Glendalough, Morland Road, Croydon.

**TREATMENT OF IMBRIETY AND ABUSE OF DRUGS.**

**HIGH SHOT HOUSE,**  
 ST. MARGARET'S, TWICKENHAM.

For Gentlemen under the Act and privately. Terms 2½ to 5 Guineas. Billiards, Tennis, Workahop, &c. Apply to Resident Medical Superintendent, A. E. NEALE, M.B., B.S. Secretaries.

**THE COMPANIES ACTS, 1862 TO 1898.**

BY AUTHORITY.



Every requisite under the above Acts supplied on the shortest notice.

The BOOKS and FORMS kept in stock for immediate use.

MEMORANDA and ARTICLES OF ASSOCIATION speedily printed in the proper form for registration and distribution. SHARE CERTIFICATES, DEBENTURES, CHEQUES, &c., engraved and printed. OFFICIAL SEALS designed and executed. No Charge for Sketches.

**Solicitors' Account Books.**

**RICHARD FLINT & CO.,**

Stationers, Printers, Engravers, Registration Agents, 49, FLEET-STREET, LONDON, E.C. (corner of Serjeants'-inn).  
 Annual and other Returns Stamped and Filed.

**ALEXANDER & SHEPHEARD,**  
**PRINTERS.**

**LAW and PARLIAMENTARY.**

PARLIAMENTARY BILLS, MINUTES OF EVIDENCE, BOOKS OF REFERENCE, STATEMENTS OF CLAIM, ANSWERS, &c., &c.

**BOOKS, PAMPHLETS, MAGAZINES,**

**NEWSPAPERS,**

And all General and Commercial Work.

Every description of Printing.

Printers of THE SOLICITORS' JOURNAL and WEEKLY REPORTER.

**27, CHANCERY LANE, LONDON, W.C.**

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.—No. 117, CHANCERY LANE, FLEET STREET.

**HENRY GREEN, Advertisement Agent,**  
 begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of fifty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. Forms, Gratis, for Statutory Notices to Creditors and Disolutions of Partnership, with necessary Declaration, Official stamps for advertisements and file of "London Gazette" sent. By appointment.

**BAYLISS JONES & BAYLISS'**PATENT SELF-ADJUSTING  
RAILING.Can be fixed close up to purchaser's boundary.  
Suits level, also rising or falling ground.**VICTORIA WORKS, WOLVERHAMPTON.**  
LONDON OFFICES AND SHOW ROOMS: 125 & 126, CANNON STREET, E.C.

**PATENTS.**—Mr. F. W. GOLBY, A.I.M.E.,  
M.S.A., Patent Agent (late of H.M. Patent Offices  
36, Chancery-lane, London, W.C. Letters Patent ob-  
tained and Registration effected in all parts of the  
World. Oppositions conducted. Opinions and Searches  
as to novelty.

## BRAND & CO.'S SPECIALTIES FOR INVALIDS.

Prepared from finest ENGLISH MEATS  
**ESSENCE OF BEEF,  
BEEF TEA,  
MEAT JUICE, &c.,**  
Of all Chemists and Grocers.

BRAND & CO., LTD., MAYFAIR, W., & MAYFAIR  
WORKS, VAUXHALL, LONDON, S.W.

THE MOST NUTRITIOUS.

**E P P S'S**

GRATEFUL-COMFORTING.

**C O C O A**

BREAKFAST-SUPPER.

**ACCIDENTS OF ALL KINDS,**RAILWAY ACCIDENTS, EMPLOYERS' LIABILITY, insured  
against, and FIDELITY BONDS granted by the**RAILWAY PASSENGERS' ASSURANCE CO.,**

Established 1849.

Claims paid £4,150,000.

64, Cornhill, London.

A. VIAN, Secretary.

**PARTRIDGE & COOPER.****"TEMPLE BAR"  
FILE.**The Strongest and  
most Capacious  
Box File Made.**Cloth Back and  
Corners.**Separate Division  
for each letter of  
the Alphabet.

Octavo size, 2/6; Quarto size, 3/6; Fcap. size, 4/-  
ROYAL COURTS STATIONERY WAREHOUSE,  
191 & 192, FLEET-STREET, AND 1 & 2, CHANCERY-LANE, E.C.

**PATENTS and TRADE-MARKS.****W. P. THOMPSON & CO.,**  
322, High Holborn, W.C.

(and at LIVERPOOL, MANCHESTER, and BIRMINGHAM),  
LONDON and INTERNATIONAL AGENTS of Pro-  
vincial and Foreign SOLICITORS in  
PATENT matters.

Representatives in all Capitals.

**S. FISHER, 188, Strand.****MESSRS. STIMSON & SONS,**Auctioneers, Surveyors, and Valuers,  
Land, House, and Estate Agents,  
8, MOORGATE STREET, BANK, E.C.AND  
2, NEW KENT ROAD, S.E.

(Opposite the Elephant and Castle).

**AUCTION SALES** are held at the Mart,  
Tokenhouse-yard, City, nearly every Thursday,  
and on other days an occasion may require.  
STIMSON & SONS undertake SALES and LETTINGS  
by PRIVATE TREATY, Valuations, Surveys, Negotiation  
of Mortgages, Receiverships in Chancery, References and  
Arbitrations, the Adjustment of Compensation and other  
Claims, Sales by Auction of Furniture and Stock, Collection  
of Rents, &c.

Separate Lists of Property, Ground Rents for Sale, and  
Houses, Premises, &c., to be Let, are issued on the 1st  
of each month; and can be had gratis on application, or  
free by post for two stamps. No charge for insertion  
Telegraphic address, "Servabo, London."

**J. A. & W. THARP, Auctioneers, Sur-  
veyors, and Estate Agents, 9, Norton Folgate,  
Bishopsgate-street, E., and Leytonstone, Essex. Telephone  
No. 170 (Avenue).**

**PERIODICAL SALES of FREEHOLD and LEASE-  
HOLD PROPERTIES, STOCKS, SHARES, and DEBEN-  
TURES, held at the MART. RENTS collected and  
Estates managed in all parts of London and Suburbs,  
Inclusive terms on receiving instructions.**

**AUCTION SALES.**

**MESSRS. FIELD & SONS' AUCTIONS**  
take place MONTHLY, at the MART, and include  
every description of House Property. Printed terms can  
be had on application at their Offices. Messrs. Field &  
Sons undertake surveys of all kinds, and give special  
attention to Rating and Compensation Claims. Offices,  
54, Borough High-street, and 52, Chancery-lane, W.C.

**MORTGAGES****ON MANSIONS AND FLATS.**

Large Sums awaiting Investment, also on Freehold and  
Leasehold Properties, Large Estates or Farms. Good  
Freehold Ground-rents Wanted. Principals placed in  
direct communication with clients.

**GIBSON'S AUCTION AND ESTATE OFFICE,**  
22, KING-STREET, ST. JAMES', LONDON, S.W. (Telephone  
5527 Gerard); HERTFORDSHIRE OFFICES, ST. ALBANS  
(Telephone No. 4); and HAREPENDEN.

**JOHN GERMAN, SON, & BEVEN,**  
LAND AGENTS, SURVEYORS & AUCTIONEERS,  
59 and 60, CHANCERY LANE, W.C.,

AND AT

ASHBY-DE-LA-ZOUCH, LEICESTERSHIRE.

CHARTLEY, STAFFORDSHIRE.

WILLEMSLEY, DERBYSHIRE.

KINGSTON, NOTTS.

NEWMARKET, SUFFOLK.

Telegraphic Address, "Cogitate, London."

**FULLER, HORSEY, SONS, & CASSELL,**  
11, BILLITER SQUARE, LONDON, E.C.

Established 1807.

**AUCTIONEERS, VALUERS, AND SURVEYORS**

OF

**MILLS AND MANUFACTORIES,****PLANT AND MACHINERY,****WHARVES AND WAREHOUSES.**Telegraphic Address—"FULLER, HORSEY, LONDON."  
Telephone No. 746 AVENUE.

# PROBATE VALUATIONS SPINK & SON

The Members of the LEGAL PROFESSION  
are respectfully requested to kindly Recom-  
mend our Firm to Executors and others  
requiring Valuations.

1 & 2, GRACECHURCH STREET, CORNHILL, E.C., and 17 & 18, PICCADILLY,  
LONDON, W.

**ESTABLISHED 1772.**

DO.

ONS,

Mart,  
ursday,

TINGS  
otation  
ces and  
d other  
location

le, and  
e 1st of  
on, or  
erion

Sur-  
olgate,  
ephone

EAGL-  
ESEN-  
d and  
s.

ONE

clude  
ns can  
field &  
pecial  
fices,  
J.

and  
Good  
d in

h.  
hone  
BANK

I,  
BANK,

LL,



Z,